



**Town of Surfside
Regular Town Commission Meeting
AGENDA**

Tuesday, November 15, 2022

7:00 PM

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

Rule 7.05 Decorum. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the commission shall be barred from further appearance before the commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

Rule 6.06 (a)3 Agenda. The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to discussion on subjects not already specifically scheduled on the agenda for discussion and debate. In no event shall this portion of the agenda be allotted more than 45 minutes with each speaker to be given no more than three minutes, unless by vote of a majority of the members of the commission present, it is agreed to extend the time frames. Likewise, commission members shall be restricted to speaking three minutes each unless an extension is granted in the same manner as set forth in the prior sentence.

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Town Clerk prior to engaging in lobbying activities per Town Code Sec. 2-235. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit community-based organization for the purpose of requesting a grant without special compensation or reimbursement for the appearance; and any person who only appears as a representative of a neighborhood, homeowners or condominium association without compensation for the appearance, whether direct or indirect or contingent, to express support of or opposition to any item.

Per Miami Dade County Fire Marshal, the Commission Chambers has a maximum capacity of 99 people. Once this capacity has been reached, people will be asked to watch the meeting from the first floor.

1. **Opening**
 - 1A. **Roll Call of Members**
 - 1B. **Call to Order**
 - 1C. **Pledge of Allegiance**
 - 1D. **Mayor and Commission Remarks** - Mayor Shlomo Danzinger
 - 1E. **Agenda and Order of Business** Additions, deletions and linkages
 - 1F. **Community Notes** - Mayor Shlomo Danzinger
 - 1G. **Presentation of the 2022 Public Pension Standards Award for Funding and Administration** - Andrew Hyatt, Town Manager
2. **Quasi-Judicial Hearings**
3. **Consent Agenda**

All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting by completing a speaker card. They will be recognized to speak prior to the approval of the consent agenda.

- 3A. **Approval of Minutes** - Sandra N. McCready, MMC., Town Clerk
[10-12-2022 Special Town Commission Meeting Minutes.pdf](#)
[10-12-2022 Regular Town Commission Meeting Minutes.pdf](#)
- 3B. **Approval of 2023 Meeting Calendar** - Sandra N. McCready, MMC, Town Clerk
[2023 Agenda Deadline Dates.pdf](#)
- 3C. **Purchase of Radios for the Police Department** - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF PORTABLE RADIOS AND RELATED SERVICES FROM MOTOROLA SOLUTIONS, INC. FOR THE TOWN'S POLICE DEPARTMENT; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Purchase of Police Radios.DOCX](#)

[Exhibit A - Piggyback Agreement - Motorola Solutions Inc - Radios and Related Services.DOCX](#)

[Appendix A-Miami Dade County Contract with Motorola.pdf](#)

[Appendix B: Surfside PD - Motorola Quote Per Miami-Dade Contract D-10253 Contract](#)

3D. Authorization for Expenditure to Update the Zoning Code and Design Guidelines - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$40,000 TO ENGAGE MARLIN ENGINEERING, INC. FOR A ZONING CODE AND DESIGN GUIDELINES UPDATE PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Authorizing Expenditure for Zoning Code & Design Guidelines Update Exhibit A - Scope of Work Zoning Code Design Stds FY2023.docx](#)

3E. Authorization to Purchase a Schwarze Industries A4 Storm 4.5 Cubic Yard Regenerative Air Street Sweeper Using Sourcewell Contract Number 093021-SWZ - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A SCHWARZE INDUSTRIES STREET SWEEPER MODEL A4 STORM FROM TAMPA CRANE & BODY ACQUISITION, LLC USING SOURCEWELL CONTRACT NO. 093021-SWZ; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Exhibit B - Sourcewell Authorization Letter](#)
[Attachment A - "Street Sweeper"](#)
[Resolution Authorizing Purchase Of Street Sweeper](#)
[Exhibit A - Quote / Cost Proposal](#)

3F. Approving and Authorizing the Purchase of Nine (9) 2023 Police Vehicles, Together with Emergency Lighting Equipment, Graphics, Radio Equipment and Radio Programming - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF NINE (9) 2023 FORD POLICE INTERCEPTOR UTILITY VEHICLES, TOGETHER WITH (i) EMERGENCY LIGHTING EQUIPMENT, (ii) GRAPHICS, (iii) RADIO EQUIPMENT, AND (iv) RADIO PROGRAMMING FOR EACH POLICE VEHICLE; FINDING THAT THE PURCHASE OF THE POLICE VEHICLES, EMERGENCY LIGHTING EQUIPMENT AND RADIO EQUIPMENT ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Appendix A: Quotes for Vehicles and Equipment.pdf](#)
[Appendix B: HG2 Emergency Lighting Contract with Seminole County Sheriff.pdf](#)
[Appendix C_Miami_Dade_Contract_Contract_No._D-10253_Motorola_Public_Safety_Radios.pdf](#)
[Appendix D: Police Vehicles Intended to be Replaced.pdf](#)
[Appendix F: Cost Breakdown by Vendor.pdf](#)
[Resolution Approving Purchase of Police Vehicles and Equipment.DOCX](#)

- [Exhibit A - Vehicle Purchase Quote from Garber Ford.PDF](#)
- [Exhibit B - Lighting Purchase for Police Vehicles-HG2 Emergency Lighting.PDF](#)
- [Exhibit C - Graphics Purchase for Police Vehicles from Sign Savers.PDF](#)
- [Exhibit D - Radio Purchase for Police Vehicles from Motorola.PDF](#)
- [Exhibit E - Radio Programming for Police Vehicles from Miami-Dade County.PDF](#)

- 3G. Approval and Acceptance of a Grant Agreement between the State of Florida and the Town of Surfside for the Champlain Towers South Memorial** - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING A GRANT AWARD AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF STATE, DIVISION OF ARTS AND CULTURE, FOR THE CHAMPLAIN TOWERS SOUTH MEMORIAL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Grant from State CTS Memorial.DOCX](#)
[Exhibit A - Grant Award Agreement.pdf](#)

- 3H. Approval and Acceptance of Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for Matching Grant Towards Abbott Avenue Stormwater Improvements** - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING A MATCHING GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE SURFSIDE ABBOTT AVENUE STORMWATER IMPROVEMENTS PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving FDEP Grant - Abbott Avenue Stormwater Improvements.DOCX](#)
[Grant agreement_Abbott Avenue Stormwater Improvements.pdf](#)

- 3I. Approval and Acceptance of a State-funded Grant Agreement between the State of Florida Department of Transportation and the Town of Surfside for Surfside Boulevard Improvements** - Andrew Haytt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING A STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE SURFSIDE BOULEVARD IMPROVEMENTS PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Grant from FDOT Surfside Boulevard Improvements.DOCX](#)
[Exhibit A - Surfside Blvd. Grant Agreement.docx](#)

- 3J. Authorization to Expend to Preserve Historical Town Records** - Sandra N. McCready, MMC., Town Clerk

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF PHASE 2 SERVICES FROM

KOFILE TECHNOLOGIES, INC. FOR PRESERVATION, ARCHIVAL AND DIGITIZATION OF HISTORICAL TOWN DOCUMENTS; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(6) OF THE TOWN CODE AS A SOLE SOURCE PROVIDER; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH SERVICES AND/OR AGREEMENT AS DEEMED NECESSARY BY THE TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Purchase of Phase 2 Services Kofile Historical Town Records.DOCX](#)

[Exhibit B - FL_Town_Surfside_Quote_PRVIM_2022_10.pdf](#)

[Exhibit B - Koflie Technologies Sole Source.pdf](#)

- 3K. Tourist Board Multi-Year Event Agreement: Third Thursdays** - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH BEACHSIDE EVENTS LLC FOR THIRD THURSDAYS EVENT SERIES PRODUCTION SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT FOR THE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Beachside Events LLC Agreement - Third Thursdays.DOCX](#)

[Exhibit A - Beachside Events LLC Agreement - Third Thursdays.DOCX](#)

[Third Thursdays Series 2023 AA Proposal.pdf](#)

- 3L. Tourist Board Multi Year Event Agreement: Music on the Beach** - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH BEACHSIDE EVENTS LLC FOR THE MUSIC ON THE BEACH EVENT SERIES PRODUCTION SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT FOR THE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Beachside Events LLC Agreement - Music on the Beach.DOCX](#)

[Exhibit A - Agreement - Beachside Events LLC - Music on the Beach.DOCX](#)

[Music on the Beach Series 2022 23 Proposal.pdf](#)

- 3M. Hawthorne Tot Lot Upgrades** - Andrew Hyatt - Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH PLAYCORE WISCONSIN, INC. D/B/A GAMETIME FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND

EQUIPMENT AND RELATED SURFACING AND OUTDOOR FITNESS EQUIPMENT FOR HAWTHORNE TOT LOT PARK UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF CHARLOTTE, NORTH CAROLINA, CONTRACT NO. 2017001134 PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; APPROVING AND AUTHORIZING THE PURCHASE OF LANDSCAPING SERVICES FOR HAWTHORNE TOT LOT PARK FROM BRIGHTVIEW LANDSCAPE SERVICES, INC. PURSUANT TO TOWN RFP NO. 2020-07; APPROVING AND AUTHORIZING THE PURCHASE OF PUBLIC SAFETY SURVEILLANCE CAMERAS FOR HAWTHORNE TOT LOT PARK FROM STREAMLINE VOICE & DATA, INC.; FINDING THAT THE PURCHASES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) AND 3-13(7)(F) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Exhibit A -Agreement_-_GameTime_Hawthorne_Park.pdf](#)

[Exhibit B - Brightview Quote-Landscaping Services.pdf](#)

[Exhibit C - Estimate Streamline Voice Data Inc.pdf](#)

[Reso Approving Purchases of Equipment and Services for Hawthorne Tot Lot.docx](#)

[Reso_Exhibit_A_-_Agreement_-_GameTime_Hawthorne_Park.pdf](#)

4. Ordinances

Second Reading

- 4A1. Planning and Zoning Ordinance Change - Membership qualification requirements. - Lilian Arango, Town Attorney

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 90-15 OF CHAPTER 90, "ZONING," OF THE TOWN CODE TO MODIFY THE PLANNING AND ZONING BOARD MEMBERSHIP QUALIFICATION REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance Amending Planning & Zoning Board Membership - 2nd Reading.DOCX](#)

First Reading

5. Resolutions and Proclamations

If the public wishes to speak on a matter on this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak prior to the approval of any resolution..

- 5A. Authorization of Project Specific Agreement with the Corradino Group for Tennis/Recreation Center Building Design Services - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. TO PROVIDE BUILDING DESIGN AND PERMITTING SERVICES FOR THE SURFSIDE TENNIS CENTER RECONSTRUCTION PROJECT,

PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Project Agreement with Corradino Group - Tennis Center Reconstruction Project .DOCX](#)

[Exhibit A - Project Agreement Corradino Group-Tennis Center Design - 2023.pdf](#)

5B. Beach Ends - Outdoor Fitness Equipment - Andrew Hyatt - Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH PLAYCORE WISCONSIN, INC. D/B/A GAMETIME FOR THE PURCHASE AND INSTALLATION OF OUTDOOR FITNESS EQUIPMENT AT TOWN BEACH ENDS, UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF CHARLOTTE, NORTH CAROLINA, CONTRACT NO. 2017001134 PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A-Gametime contract.PDF](#)

[Attachment B - GameTime Beach End Outdoor Fitness Equipment Quote.pdf](#)

[Resolution Approving Purchase of GameTime Outdoor Fitness Equipment at Street Ends.DOCX](#)

[Exhibit A - Piggyback Agreement - Gametime Outdoor Fitness Equipment.DOCX](#)

5C. Beach Furniture Service Operations - Andrew Hyatt - Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH BEACH TIME MAX, LLC FOR BEACH FURNITURE SERVICE OPERATIONS AT THE COMMUNITY CENTER; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE SERVICES; AUTHORIZING THE WAIVER OF FORMAL COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 3-12 OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Agreement with Beach Time Max for Beach Furniture Service Operations.DOCX](#)

[Exhibit A - BeachTime Max.pdf](#)

[Attachment A - Beach Furniture Scope of Services.pdf](#)

[Attachment B- Bouche Brothers.pdf](#)

[Attachment C- Amenities Management Group South Florida LLC.pdf](#)

5D. Authorization to Expend for Turtle Friendly Solar Bollards along the Hardpack for Maintenance and Safety - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE AND EXPENDITURE OF TURTLE-FRIENDLY SOLAR POWERED BOLLARDS FROM FIRST LIGHT TECHNOLOGIES LTD.; FINDING THAT THE PURCHASE IS EXEMPT FROM

COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(6) OF THE TOWN CODE AS EQUIPMENT AVAILABLE FROM A SOLE SOURCE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - "Permitting"](#)

[Attachment B - "Product Specification"](#)

[Attachment C - "Phase I & Phase II Estimate Dated 10172022"](#)

[Resolution Approving Purchase & Expenditure Phase 1 Solar Ballards.DOCX](#)

[Exhibit A - "Phase I Estimate Dated 10172022"](#)

[Exhibit B - "Sole Source Letter"](#)

- 5E. Authorization to Select and Award the Construction Contract Pursuant to RFP 2022-05, Construction of 96th Street Park, Based on Evaluation Committee Recommendation - Andrew Hyatt, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING AND AWARDING A CONTRACT FOR CONSTRUCTION TO LUNACON ENGINEERING GROUP, CORP. FOR CONSTRUCTION OF 96TH STREET PARK PURSUANT TO RFP NO. 2022-05; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR CONSTRUCTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Attachment A - "Bid Opening Sheet"](#)

[Resolution Selecting and Awarding Lunacon Contract for 96th Street Park per RFP 2020-05.DOCX](#)

[Exhibit A - Construction Contract - 96th Street Park Project.PDF](#)

- 5F. Authorization to Issue Project Specific Agreement to 300 Engineering Group, P.A. for 96th Street Park Construction Management and Owner Representation Services - Andrew Hyatt, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH 300 ENGINEERING GROUP, P.A., PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR 96TH STREET PARK CONSTRUCTION MANAGEMENT AND OWNER REPRESENTATION SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Approving Project Agreement 300 Engineering 96th St Park Construction Managemet & Owner Rep Services.DOCX](#)

[Exhibit A - "Project Specific Agreement 300 Engineering"](#)

- 5G. Fiscal Year 2023 Budget Amendment Resolution No. 2 - Andrew Hyatt, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 2 FOR THE FISCAL YEAR 2023 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Resolution Budget Amendment No. 2](#)

6. **Good and Welfare (Set for approximately 8:15 p.m.)**
Public comments for subjects or items not on the agenda.
7. **Town Manager and Town Attorney Reports**
 - 7A. **Town Manager's Report** - Town Manager Andrew Hyatt
[Town Managers Report.pdf](#)
 - 7B. **Town Attorney's Report** - Town Attorney Lillian Arango
[Town Attorney's Report.DOCX](#)
8. **Unfinished Business and New Business**
9. **Mayor, Commission and Staff Communications**
10. **Adjournment**

Respectfully submitted,

Andrew Hayatt
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, 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 SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov.

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.



Town of Surfside
Special Town Commission Meeting
MINUTES
October 12, 2022
5:30 PM
Commission Chambers

1. Opening

1A. Call to Order

Mayor Danzinger called the meeting to order at 5:38 p.m.

1B. Roll Call of Members

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

Present: Mayor Shlomo Danzinger, Vice Mayor Jeffrey Rose and Commissioner Fred Landsman.

Absent: Commissioner Marianne Meisheid and Commissioner Nelly Velasquez.

Also Present: Town Manager Andrew Hyatt, Assistant Town Manager Jason Greene, Town Attorney Lillian Arango and Town Attorney Tony Recio.

1C. Pledge of Allegiance

Chief Torres provided the pledge of allegiance.

2. Quasi-Judicial Hearing

2A. The Shul Development Order - Andrew Hyatt, Town Manager

Town Administration recommends approval of the amended Shul development plan.

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

Mayor Danzinger read the quasi-judicial statement into the record.

Town Attorney Arango asked Town Clerk McCready to confirm notice requirements.

Town Clerk McCready confirmed notice requirements.

Town Attorney Arango polled the members of the Commission.

None of the members of the Commission had any communication with the applicant.

Town Clerk McCready swore in the public speakers.

Town Manager Hyatt provided the staff recommendations and gave an overview and update on the item.

Dan Gielchinsky representing the Shul introduced the item and the undergrounding portion of the development order as well as the language to be added. He stated to add the language "for the payment from the Shul".

Town Attorney Arango agrees with the changes submitted by the Shul and they have cooperated and consented to the changes to the development order.

The following individuals from the public spoke:

George Kousoulas spoke regarding the alley way and that this is a good mechanism to get the money and finish the project.

Eliana Salzhauer agrees that the money should be for hardening the alley and does not understand why they do not do the concrete poles for right now. She asked what would happen if they do not do the undergrounding and what the Shul's liability would be.

Mayor Danzinger closed public comment.

Vice Mayor Rose stated that he agrees with Mr. Kousoulas and to add some language in the order. He spoke regarding the Shul cost for the parking spaces and if they do not know the cost to bring it back at the next meeting.

Mr. Gielchinsky stated it was \$20,000 per spot and they got 101 parking spots at about \$2 million dollars. He stated that the current code stated 25 or 30 spots.

Vice Mayor Rose asked for that to be looked into.

Commissioner Landsman spoke regarding the money from the Shul for the hardening and undergrounding. He stated they want to be able to collect the money at this time.

Town Attorney Arango stated that originally the Shul was to underground the alley but due to the issues presented it is very difficult to do that at the current time.

Commissioner Landsman spoke regarding needing all the residents on board for the undergrounding.

Town Attorney Arango stated that they will be coming forward with a plan to resolve that.

Mayor Danzinger asked to add a language to protect the Town.

Assistant Town Manager Greene stated that he would request to leave the language the way it is and explained the reasoning and the budget process for this item.

Mayor Danzinger stated that it was a concern that if the project fails you then spent the money allocated for the alley.

Commissioner Landsman addressed the comments made by Mayor Danzinger.

Assistant Town Manager Greene stated that the Town could always make the decision to just harden the alley way.

Commissioner Landsman stated that they could also just harden behind the Shul.

Mayor Danzinger stated that the residents would then be paying for undergrounding the alley way. He stated that it is the perception and if this project fails and you have to harden the alley way and the Town pays for it then they will say the Shul is not paying for this. He would like to keep it in an account separately to be used specifically for that in the event the undergrounding town wide project does not take place.

Vice Mayor Rose stated that he is fine with that. He spoke regarding the estimated cost for the undergrounding.

Assistant Town Manager Greene clarified that the residents approved to allow to borrow up to \$40 million dollars for the undergrounding project.

Mayor Danzinger spoke regarding having that amount in a separate account.

Town Attorney Recio stated that you could possibly add at the end of the conditions certain language and read the flexibility of the allocations on page 3 and provided suggested language. He stated that they will commit some of the funds to that.

Assistant Town Manager Greene stated that the money will be allocated to the undergrounding or the alleyway hardening project. He explained that it would be in the general fund but would be used specifically for the construction of the undergrounding project.

Mayor Danzinger stated that what he is worried about is if it does not get done.

Town Attorney Recio stated it would say for the construction of the town wide undergrounding project and in the event the project does not take place the money would be used for the alleyway hardening project.

A motion was made by Vice Mayor Rose to approve the resolution with the language added by the applicant and the amendments made by the Town Attorney, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

3. Mayor, Commission and Staff Communication

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

Jeffrey Zomper spoke regarding his concern with the hotel hours and if they are funding the beach chairs. He also asked if the hotels like the Marriott will be providing beach chairs and if they will be utilizing those beach chairs as well.

George Kousoulas spoke regarding the money coming from for the beach chairs for the residents. He stated he would not have the other hotels bargain with the hotels on the other side of Collins. He spoke regarding the kayak launches and the street ends. He spoke regarding the walkability item.

Eliana Salzhauer spoke against the early 5:30 p.m. meetings. She spoke regarding the kayak launches. She spoke regarding the Community Center beach chairs and that the Town should not be contracting with a commercial company to provide the chairs. She spoke regarding the opening of the street by Publix.

Clara Diaz-Leal stated that she likes the idea of a beach club but not make it commercial for the chairs. She stated it should be not for anyone but for residents. She spoke in favor of the kayak launches. She spoke regarding using caution when they are taking into account the walkability project. She stated that the street where Publix is should not be closed.

Mayor Danzinger closed public comment.

3A. Beach Chair Operations Direction - Andrew Hyatt, Town Manager

Commission to provide direction on Beach Chair Operations.

Town Manager Hyatt introduced the item. He stated what staff did once this item was brought to their attention, they looked at possibly piggy backing with Miami Beach and then they developed an RFP. He stated that they are looking for direction from the Commission to see how they want staff to proceed.

Mayor Danzinger asked Parks and Recreation Director Milian if he received a quote from the other vendor.

Parks and Recreation Director Milian stated that they spoke with them but have not received a quote.

Commissioner Landsman stated that he does agree there has been confusion with the direction the Town would want to go about this with another vendor.

Vice Mayor Rose believes it is a lot to handle inhouse. He stated that in the past the residents would have to take beach chairs out and the lifeguards would have to put them back. He stated that he is fine with using Tourist tax dollars and the west side

should be able to make agreements. He stated that the Community Center is funded by Tourist dollars. He agrees with Ms. Diaz-Leal that it should be residents with IDs and hotel guests would have to show their room key card and not for the public. He stated that his concern with the procurement is that it is not a quick process. He stated that they would like to get this done sooner than later. He stated he is fine with waiving the procurement process but comparing apples to apples and the Town must follow the same rules of the beach chair ordinance. He is not fine with waiting another 6 months. He would like to know the cost of the other company that is already doing business with some other buildings. He stated you are not required to use the beach chairs and the residents could bring their own beach chair and towels to the beach.

Mayor Danzinger asked if the Community center would also be required to follow the same rules of the ordinance for presets and number of chairs. He spoke regarding the safety of the lifeguards when they are bringing in and out the chairs.

Parks and Recreation Director Milian spoke regarding using the lifeguards for this and the liability and safety concerns that arise. He stated that in the past when they used the beach club it was not run very well. He also provided a history of what took place.

Mayor Danzinger stated that he hopes this answers the public's questions. He agrees with the speaker, and they need to have consideration and spoke regarding the west side hotels. He would like it to come from the general fund to have control of who is using the chairs. He would like to move this item to come forward by June and not continue to wait. He would like to move forward with this. He would like to have other quotes and pricing from other operators other than the Bouche brothers and if possible bypass the procurement process and vote to move this item forward. He would like to come back by next meeting with some pricing from other vendors.

Commissioner Landsman asked if there is any requirement that the Town goes through an RFP.

Town Attorney Arango stated that the Town Commission could waive their own procurement process for specific reasons. She stated that the Mayor has asked to obtain quotes from other vendors therefore it is a form of procurement.

Commissioner Landsman asked if they can determine how many quotes to receive.

Town Attorney Arango spoke regarding the specific scope of what is being requested for the quote.

Town Manager Hyatt stated that they worked through the RFP process and have an idea of the specifics.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to direct the Town Manager to obtain quotes and pricing including Beach Max and bring it back at the next meeting, seconded by Commissioner Landsman. The motion carried with a 3-0 vote. with

Commissioner Meisheid and Commissioner Velasquez absent.

3B. Kayak Launches, Street Ends and Beach Ends - Vice Mayor Jeff Rose

For the Town Commission to discuss what can be done at these locations.

Vice Mayor Rose introduced the item and spoke regarding the comprehensive plan as it pertains to the Kayak launch. He would like for the administration to look into installing kayak launches at the south, central and north end of Town.

Public Works Director Gomez spoke regarding what is being located at each street end that will not be conducive to installing a kayak launch.

Vice Mayor Rose spoke regarding a floating dock but was told that they could not do it because it has to go through DERM.

Mayor Danzinger spoke regarding a possible maintenance ladder and that could resolve some of the issues.

Vice Mayor Rose stated that he does not have an issue with the maintenance ladder in stage 1 and then continue with working with DERM for the floating dock.

Assistant Town Manager Greene spoke regarding the amount budgeted for the kayak launch.

Mayor Danzinger spoke regarding possibly doing rentals of the kayaks as well. He discussed the tot lot being a proposed street end for the launch.

Public Works Director Gomez stated that they would like the maintenance ladders.

Town Manager Hyatt spoke regarding the signs that are up regarding no kayaking.

Mayor Danzinger requested to remove the signs. He would like to move the gym equipment to the beach ends.

Commissioner Landsman asked if there was enough direction and is concerned with the scoping and legality of this and would like to have a deeper discussion regarding this item and bring it back again.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to move the exercise equipment originally allotted for the tot lot to the street end. Mayor Danzinger rescinded his motion.

Parks and Recreation Director Milian stated that they are already in the procurement process for the tot lot improvement and that was included.

Mayor Danzinger asked if they will have to take out the trees and benches.

Parks and Recreation Director Milian stated no but they will have to split the projects

and not sure what it would entail with permitting through DERM for FDC.

A motion was made by Mayor Danzinger to explore exercise equipment on the beach ends, seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

A motion was made by Mayor Danzinger to direct Public Works to install maintenance ladders on the street ends, seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

3C. Downtown Walkability Design and Public Outreach Guidance - Andrew Hyatt, Town Manager

Town Administration requests further guidance on Downtown Walkability design and public outreach

Town Manager Hyatt introduced the item.

Mayor Danzinger spoke regarding the different options that were presented in the past. He stated the Commission voted for option 1. He stated there is an issue that has come up with the traffic during the holiday months. He stated that his concern is the traffic this type of project would bring and the stress it would bring the Town and you are talking about a year of traffic for a very low palpable result. He stated that unless you are converting the entire Downtown then he will not be moving forward with this.

Vice Mayor Rose spoke regarding having drop off points for uber, etc.

Mayor Danzinger stated that he would like to bring this discussion back when they have a full Commission.

Commissioner Landsman spoke regarding his option and asked for some concrete information and suggestions to be brought back and he has not seen that. He is concerned with the disruption of that corridor and what would be the benefit which is not for restaurants to have more seating.

Judith Frankel, Town Planner stated what they need to move forward and funding to put the design together.

Mayor Danzinger asked Town Clerk McCready to read the statement from Commissioner Meisheid into the record.

Town Clerk McCready read the statement from Commissioner Meisheid into the record.

A motion was made by Vice Mayor Rose to extend the meeting 5 minutes until 7:05 p.m., seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez voting in opposition.

Consultant Town Planner Keller addressed the comments made by the Commission regarding the walkability project and stated that this phase would not have a traffic impact.

Mayor Danzinger stated he is concerned with the traffic and construction and stated that they need to look at the project as a whole.

Town Planner Frankel stated that this plan is scalable and if the residents like this then they can continue to move forward with the parklets.

Vice Mayor Rose asked if it is possible to scale it up.

Consultant Town Planner Keller addressed the comments made by Vice Mayor Rose.

Vice Mayor Rose would like to see this move forward but would like to have a full commission.

Mayor Danzinger asked Town Clerk McCreedy to table this item and place it on the November meeting.

A motion was made by Vice Mayor Rose to extend the meeting for 5 minutes until 7:10 p.m., seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

3D. Removal of Existing North Median Island on 94 Street and Abbott Avenue to Allow for Two-Way Vehicular Traffic - Commissioner Velasquez/Andrew Hyatt, Town Manager

Open the currently closed west bound traffic lane on 94th Street and Abbott Avenue intersection in order to coordinate with traffic signalization on 94th Street and Harding Avenue as well as alleviate traffic in other areas currently impacted by closure.

Town Manager Hyatt introduced the item.

Commissioner Landsman asked since he lives in the block if he should recuse himself.

Town Attorney Arango stated that looking at it, it is remote and it is his decision if he could not be impartial then it is his decision if he would like to recuse himself.

Vice Mayor Rose disclosed where his home is located for the record.

Mayor Danzinger disclosed where his home is located for the record. He stated that this is totally against what the Town is trying to do which is reduce traffic and make the streets safer.

Mayor Danzinger passed the gavel.

A motion was made by Mayor Danzinger to vote no on this item, seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

[RES 2001-1632 A RESOLUTION GRANTING SPECIAL USE PERMIT FOR PROPERTY LEGALLY DESCRIBED AS UNNUMBERED LOT, LOTS 1 THROUGH 8 AND LOTS 26 THROUGH 32, BLOCK 5, ALTOS DEL MAR NO. 5, AND LOTS 12 AND 13.pdf](#)

4. **Adjournment**

There being no further business to discuss before the Commission, a motion was made by Vice Mayor Rose to adjourn the meeting at 7:08 p.m., seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

Accepted this _____ day of _____, 2022.

Shlomo Danzinger, Mayor

Attest:

Sandra N. McCready, MPA, MMC
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
MINUTES**

**October 12, 2022
7:00 PM**

Commission Chambers - 9293 Harding Avenue
Surfside, FL 33154

1. Opening

1A. Call to Order

Mayor Danzinger called the meeting to order at 7:25 p.m.

1B. Roll Call of Members

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

Present: Mayor Shlomo Danzinger, Vice Mayor Jeff Rose and Commissioner Fred Landsman.

Absent: Commissioner Marianne Meisheid and Commissioner Nelly Velasquez.

Also present were Town Manager Andrew Hyatt, Assistant Town Manager Jason Greene, Town Attorney Lillian Arango and Town Attorney Tony Recio.

1C. Pledge of Allegiance

Junior Marines provided the pledge of allegiance.

1D. Mayor and Commission Remarks - Mayor Shlomo Danzinger

Mayor Danzinger reminded the public about the decorum statement and provided the statement and rules to the public.

1E. Agenda and Order of Business Additions, deletions and linkages

Mayor Danzinger asked for Community Notes to be moved after item 3 (Consent Agenda).

A motion was made by Mayor Danzinger to move item 5B (Family Court Awareness Month Proclamation), item 5C (Red Ribbon Week Proclamation), item 5D (Hispanic Heritage Month Proclamation), item 5E (Hindu Heritage Proclamation) after item 2 (Quasi-Judicial Hearings), seconded by Vice Mayor Rose. The motion carried with a

3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

1F. **Community Notes** - Mayor Shlomo Danzinger

Mayor Danzinger stated that when some hear the word heroes they think of police officers and firefighters, but our Public Works Department employees go over and beyond their duties during hurricanes and other scenarios. He provided a Certificate of Appreciation for what they have done for the Town.

Public Works Director Gomez accepted the Certificate of Appreciation on behalf of the Public Works Department staff and thanked the Commission for their support.

2. **Quasi-Judicial Hearings**

3. **Consent Agenda**

All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting by completing a speaker card. They will be recognized to speak prior to the approval of the consent agenda.

Town Manager Hyatt requested to amend the general fund expenditure on the budget amendment that details the Shul. He requested that they add a line item to stated "a transfer from the general fund to the capital improvement fund for \$125,000".

The following individual from the public spoke:

Gerardo Vildostegui asked regarding the Ford F150 trucks and do they need these trucks and it being a possible pedestrian hazard.

Commissioner Landsman asked the Town Manager if there is a need for this type of vehicle and are there alternatives.

Public Works Director Gomez addressed the comments made and stated all the different options for vehicles which were discussed and the height is due to avoiding flooding and they last longer. He stated that they have safety driving practices for all employees.

Mayor Danzinger agrees with Public Works Director Gomez and his comments.

A motion was made by Commissioner Landsman to approve the consent agenda, seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

3A. Approval of Minutes - Town Clerk Sandra McCreedy, MMC

Approved on consent.

[September 13, 2022 Special Town Commission Meeting-First Budget Minutes.pdf](#)

[September 13, 2022 Town Commission Meeting Minutes.pdf](#)

[September 28, 2022 Special Town Commission Meeting-Final Budget Hearing.pdf](#)

[September 28, 2022 Special Town Commission Meeting.pdf](#)

3B. Authorization to Execute Florida Department of Transportation (FDOT) Utility Work by Highway Contractor Agreement (UWHCA) and Approval for Fiscal Year 2023 Expenditure of Funding towards Utility Valve Adjustments as part of FDOT Project Number 443899 - Andrew Hyatt, Town Manager

Town administration recommends Town Commission approval to execute Utility Work by Highway Contractor Agreement (UWHCA) with FDOT and expend a total of \$53,240.00 towards utility valves and manhole adjustments by FDOT procured contractor. Funding was approved in Fiscal Year 2023 budget.

Approved on consent.

[Resolution Approving FDOT Utility Work Agreement.DOCX](#)

[UWHC Lump Sum Agreement](#)

[Pricing Exhibit.pdf](#)

3C. Authorization to Expend Towards AT&T Cost Proposal for Initial Engineering and Cost Estimate Preparation for Utilities Undergrounding Project for Phase I, Phase II and Phase III - Andrew Hyatt, Town Manager

Town administration recommends approval of an authorization to expend a total of \$145,000 per AT&T proposal numbers 219428, 221126, and 221127 dated August 23, 2022 for binding cost estimate and initial engineering of AT&T specific communication infrastructure as part of the utilities undergrounding project.

Approved on consent.

[Resolution Approving AT&T Cost Proposals.docx](#)

[Surfside ATT Authorization to Quote CR219428 Phase 1](#)

[Surfside ATT Authorization to Quote CR221126 Phase 2](#)

[Surfside ATT Authorization to Quote CR221127 Phase 3](#)

3D. Fiscal Year 2023 Budget Amendment Resolution No. 1 - Andrew Hyatt, Town Manager

Town Administration recommends approval of the budget amendment.

Approved on consent.

[Resolution Approving Budget Amendment No.1 FY 2023](#)

[FY2023 Budget Amendment No. 1.pdf](#)

3E. Approving Agreement with Atlantic Pipe Services, LLC for Manhole Lining, Renewal and Rehabilitation Services, LLC. Utilizing Terms and Conditions of

Minutes

Regular Town Commission Meeting

Wednesday, October 12, 2022

St. Johns County Master Contract No. 21-MCC-ATL-13188, Procurement Bid No. 21-05 - Andrew Hyatt, Town Manager

Town Administration is seeking approval to utilize the terms and conditions of the St. Johns County Master Contract No. 21-MCC-ATL-13188 through "piggyback" method, which was competitively procured through the St Johns County, Request for Proposal (RFP) No. 21-05, and expend budgeted and approved Fiscal Year 2023 funding in an amount not to exceed \$195,000.00.

Approved on consent.

[Reso Agreement with Atlantic Pipe Services - Pipe and Manhole Repairs.docx](#)

[Cooperative Agreement Atlantic Pipe Services LLC.docx](#)

[Exhibit A - "St Johns County Master Contract No. 21-MCC-ATL-13188"](#)

[Exhibit B - "Engineer Rehabilitation Recommendations"](#)

3F. Youth Tennis Program - Andrew Hyatt - Town Manager

Town Administration is requesting approval of the Agreement with GM Sports, in substantially the forms attached hereto as Exhibit "A," and to authorize the expenditure of funds of \$45,000 for the services for Fiscal Year 2023.

Approved on consent.

[Resolution Approving Youth Tennis Agreement Expenditure](#)

[Exhibit A - Youth Tennis Program Agreement with GM Sports FY 2022-2023](#)

3G. Youth Soccer Program - Andrew Hyatt - Town Manager

Town Administration is requesting approval of the Agreement with Alves Sports Group, in substantially the forms attached hereto as Exhibit "A," and to authorize the expenditure of funds of \$46,000 for the services for Fiscal Year 2023.

Approved on consent.

[Resolution Approving Youth Soccer Agreement Expenditure.DOCX](#)

[Alves Sports 22.doc](#)

3H. Town of Surfside Gazette Printing and Mailing Vendor - Town Manager Andrew Hyatt

Town Administration recommends authorizing an expenditure of \$35,552 for printing services related to the Town Gazette for FY 2023.

Approved on consent.

[Resolution Approving Town Gazette Vendor](#)

[Commingling Facility Email Confirmation](#)

[PCI USPS Capabilities](#)

[PCI Annual FY 2022 2023 Estimate](#)

3I. Authorization to Issue Project Specific Agreement to 300 Engineering Group, P.A. for Manhole Rehabilitation Construction Administration and Inspection

Services. - Andrew Hyatt, Town Manager

Town Administration is seeking Town Commission approval to enter into a project specific agreement with 300 Engineering Group for construction administration and inspection services per negotiated proposal dated September 9 2022 in order to manage, inspect and provide reporting necessary with the Town Manhole rehabilitation construction project in an amount not to exceed \$48,773.25.

Approved on consent.

[Resolution Approving Project Agreement 300 Engineering - Manhole Rehab Construction Admin and Inspection Services](#)
[Project Agreement - 300 Engineering - FY 23 Manhole Rehab.pdf](#)

3J. Authorization to Purchase Three Public Works Vehicles and One Parks & Recreation Vehicle Through Approval of Walker Ford Pricing - Andrew Hyatt, Town Manager

Town administration recommends approval to expend a total of \$171,040.02 towards the purchase of four (4) new vehicles for Public Works and Parks & Recreation Department through the issue of a purchase order to Walker Ford located in Clearwater, Florida.

Approved on consent.

[Resolution Approving PW and Parks Vehicle Purchase from Walker Ford.DOCX](#)
[Exhibit A - "Walker Ford Proposal dated September 20 2022"](#)

3K. Authorization to Expend for the Repair of FDOT Stormwater Pump Station No. 01 Pump with Xylem Water Solutions USA Inc. - Andrew Hyatt, Town Manager

Town administration recommends approval of the authorization to expend with Xylem Water Solutions USA Inc., for stormwater pump repairs in the amount of \$78,244.00.

Approved on consent.

[Reso Approving Purchase of Pump Station Repair Services from Xylem.docx](#)
[Exhibit A - Xylem Proposal Dated September 22 2022](#)

3L. Resolution Approving the Appointment of Richard Gendler as Special Master Code Compliance - Andrew Hyatt, Town Manager

Town Administration recommends approval of the new Special Magistrate.

Approved on consent.

[CV Richard Gendler.pdf](#)
[Reso Approving Appointment of Richard Gendler as Special Master Code Compliance.docx](#)
[Agreement with Richard Gendler LLC Special Master Services.docx](#)

3M. Pelican Harbor Seabird Station Donation Ratification - Commissioner Marianne

Meischeid

Continue the Town of Surfside's legacy in donating \$1,000 to their cause of rehabilitating and releasing seabirds, pelican and other wildlife.

Approved on consent.

[Reso Approving Pelican Harbor Seabird Donation 2022.docx](#)

4. Ordinances

Second Reading

4A1. Amending Town Code Section 90-67. - Emergency Power Generators - Lillian Arango, Town Attorney

The attached Ordinance for second reading amends Section 90-67 of the Town Code to permit the placement of generators on the rooftop in residential structures located in the H30A and H30B zoning districts, in accordance with screening mitigation requirements as set forth in Section 90-67.3 of the Code, as may be amended.

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

Mayor Danzinger opened public comment.

The following individual from the public spoke:

Eliana Salzhauer spoke regarding the aggregate amount of machinery on the roofs will create a lot of noise.

Mayor Danzinger closed public comment.

Mayor Danzinger thanked Commissioner Landsman for bringing this item. He stated that the equipment is currently on the side of the home.

Commissioner Landsman stated it went before the Planning and Zoning Board and passed with a 5-0 vote and it is to help mitigate some of the issues.

Vice Mayor Rose also agrees with Commissioner Landsman and Mayor Danzinger.

A motion was made by Vice Mayor Rose to approve the ordinance on second reading, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

[Amending Section 90-67. Emergency Power Generators.DOCX](#)

First Reading

4B1. Planning and Zoning Ordinance Change - Membership qualification requirements. - Lilian Arango, Town Attorney

Consider and adopt an Ordinance at first reading to amend the zoning code to modify the Planning and Zoning Board membership qualification requirements.

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

Mayor Danzinger stated it was to remove the sustainability section from the requirement. He stated that this was hindering the ability to find someone to appoint to the Board.

Vice Mayor Rose stated that it used to say developer before and was removed by the previous commission. He stated that he does not mind having resiliency as a recommendation and would not like to remove it completely but remove it as a mandatory requirement. He further would like to add it to number 8 as one of the criteria as an additional qualification. He would like to expand to the list.

Commissioner Landsman spoke in favor of Vice Mayor Rose's proposal.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

George Kousoulas agrees with the Vice Mayor's approach. He suggested a resiliency position under the Town Planner.

Gerardo Vildostegui spoke against the item.

Eliana Salzhauer spoke against the item.

Mayor Danzinger closed public comment.

Mayor Danzinger is happy that the speakers brought up sustainability and Hurricane Ian and that is why the understories is an important solution to that problem. He spoke regarding the purpose of the Planning and Zoning Board. He spoke regarding the requirements and what those fields are and does not see why sustainability needs to be a requirement across the board.

A motion was made by Vice Mayor Rose to approve the ordinance on first reading as amended adding number 8 "sustainability", number 9 "developer (residential/commercial)" and number 10 (realtor), seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

[Ordinance Modifying Planning and Zoning Board Requirements - First Reading.DOCX](#)

5. Resolutions and Proclamations

If the public wishes to speak on a matter on this section of the agenda, they must inform the Town Clerk by completing a speaker card and they will be recognized to speak prior to the approval of any resolution..

5A. Legislative Priorities - Andrew Hyatt, Town Manager

Town Administration recommends approval of the Legislative Priorities list and to authorize the Town's lobbyist to act on behalf of the Town on these matters during

the upcoming legislative session.

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

Town Manager Hyatt introduced the item and provided an overview of the legislative priorities with some additions from the previous year. He stated that these priorities were passed along to their state lobbyist. He asked the Commission if there is anything they would like to add or take anything away.

Mayor Danzinger asked the Commission if they want to add or remove any and if they would like to go one by one.

A motion was made by Vice Mayor Rose add to number 10 sustainability and resiliency to add "seawalls and dune rehabilitation", seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

Commissioner Landsman stated that some of these are legacy in nature. He spoke regarding the lobbyist and what they have accomplished.

Assistant Town Manager Greene addressed the comments made by Commissioner Landsman and the funding they have received for the different projects.

Commissioner Landsman spoke regarding the list and is there a chance to have further discussion beyond today. He is not comfortable with leaving some of these because he is not sure if they will happen.

Mayor Danzinger asked if they want to remove any specific items.

Mayor Danzinger agrees with Commissioner Landsman that many are legacy items and they are paying for the lobbyist. He believes their efforts should be going towards other items.

A motion was made by Mayor Danzinger to remove item 4 (legislation to ban single use plastics and plastic bags in all coastal communities), seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

Vice Mayor Rose asked if they have had conversations with the lobbyists to see if there are any conversations the lobbyist have with other municipalities.

Town Manager Hyatt addressed the comments made regarding discussion among other municipalities and the lobbyist.

Commissioner Landsman clarified what the legislative priorities list is about and possibly having our lobbyist to be more focused on it.

Mayor Danzinger opened public comment.

The following individuals from the public spoke:

George Kousoulas
Gerardo Vildostegui
Eliana Salzhauer

Mayor Danzinger closed public comment.

Mayor Danzinger reiterated what they are trying to push forward. He stated that a lot of these items were placed on the list by the previous commission and the commission previous to that one as well. He spoke regarding the removal of item 4.

Mayor Danzinger spoke regarding number 5, "clean water and everglades restoration and stricter fines for waste dumping in waterways".

A motion was made by Mayor Danzinger to remove number 5, "clean water and everglades restoration. Stricter fines for waste dumping in waterways", seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

A motion was made by Commissioner Landsman to remove number 6, seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

Mayor Danzinger spoke regarding number 7 and asked if the Town is allowed to place solar panels.

Town Attorney Recio stated yes.

Mayor Danzinger would like to keep the priorities to be those that will help move the Town forward.

A motion was made by Mayor Danzinger to remove number 8, seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

Mayor Danzinger stated that number 9 has been on there for some time and has asked if the Town has received any funding. He stated that he will keep that item.

Mayor Danzinger spoke regarding number 10 and will keep that one.

Mayor Danzinger spoke regarding number 11.

A motion was made by Mayor Danzinger to add under number 10 building safety, construction improvement, seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

Mayor Danzinger believes it is a waste of time with item number 11 and does not think the Town is something he should be doing. He stated that it is what the lobbyist should be focused on.

Town Manager Hyatt stated that every year at the state level there is discussion

regarding home rule and it is well addressed in Tallahassee. He stated that we fall under Miami Dade County and it is still being pursued.

Mayor Danzinger stated that the Florida League of Cities lobbies for this and we should not have to pay the lobbyist for this as well.

A motion was made by Mayor Danzinger to remove number 11, seconded by Commissioner Landsman. The motion carried with a 2-1 vote with Commissioner Meisheid and Commissioner Velasquez absent and Vice Mayor Rose voting in opposition.

Town Manager Hyatt stated that there is a national push for registering a service dog and include something like that in the state level.

A motion was made by Vice Mayor Rose to add service dogs to the national registry, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

A motion was made by Vice Mayor Rose to have a 5 minute recess at 9:12 p.m., seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

The meeting resumed at 9:30 p.m.

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

Present: Mayor Shlomo Danzinger, Vice Mayor Jeff Rose and Commissioner Fred Landsman.

Absent: Commissioner Marianne Meisheid and Commissioner Nelly Velasquez.

Also present were Town Manager Andrew Hyatt, Assistant Town Manager Jason Greene, Town Attorney Lillian Arango and Town Attorney Tony Recio.

[Resolution Approving Florida Legislative priorities For 2023.DOCX](#)

[Legislative Priorities 2023 - Exhibit A.docx](#)

5B. Family Court Awareness Month Proclamation - Shlomo Danzinger, Mayor

For the commission to approve the Family Court Awareness Month Proclamation.

A representative from the Family Court Awareness Program gave an overview of the program.

Mayor Danzinger introduced the item. He read the proclamation and presented the proclamation.

A motion was made by Commissioner Landsman to approve this proclamation, seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

[Family Court Awareness Month Committee Request - Oct 2022.pdf](#)

[Family Court Awareness Month Committee - Oct 2022.pdf](#)

5C. Red Ribbon Week Proclamation - Shlomo Danzinger, Mayor

For the commission to approve the Red Ribbon Week Proclamation as presented.

Mayor Danzinger introduced the item. He read the proclamation and presented the proclamation to the Young Marines.

Romana Pitrachio introduced the Young Marines program and gave an overview of the program.

A motion was made by Vice Mayor Rose to approve this proclamation, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

[Red Ribbon Week Request - Oct 2022.pdf](#)

[Red Ribbon Week - Oct 2022.pdf](#)

5D. Hispanic Heritage Month Proclamation - Shlomo Danzinger, Mayor

To approve the Hispanic Heritage Month proclamation as submitted.

Mayor Danzinger introduced the item. He read the proclamation and presented the proclamation.

A motion was made by Vice Mayor Rose to approve this proclamation, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

[Hispanic Heritage Month Request Sept 2022.pdf](#)

[Hispanic Heritage Month Sept 2022.pdf](#)

5E. Hindu Heritage Proclamation - Shlomo Danzinger, Mayor

For the commission to pass the Hindu Heritage proclamation as presented.

Mayor Danzinger introduced the item. He read the proclamation and presented the proclamation to Lyn Su, Shefali Mehra, Shekar Reddy and Ran Tiwari.

Lyn Su from the Hindu Committee thanked the Commission for the proclamation.

Shefali Mehra from the Hindu Committee thanked the Commission for the recognition.

A motion was made by Vice Mayor Rose to approve this proclamation, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meisheid and Commissioner Velasquez absent.

[Hindu Heritage Month Request- Oct 2022.pdf](#)

[Hindu Heritage Month - Oct 2022.pdf](#)

6. Good and Welfare

Mayor Danzinger opened the floor to public comment.

The following individuals from the public spoke:

Eliana Salzhauer spoke regarding how unfair it is to have meetings earlier in the day which does not allow the public to attend.

Gerardo Vildostegui spoke regarding quality of air in Town and the increase of plastic in the beaches. He suggested to ban smoking on the beaches. He spoke regarding idling engines by the tot lot.

George Kousoulas stated that the 5:30 p.m. start should be when you have a large agenda. He stated having staff speak on items that are being questioned. He stated that the beach chair ordinance passed, and the beach is the same and not as bad as others have stated.

Ethan Bazan spoke regarding a new candidate, Fabian Bazabe.

Mayor Danzinger closed the floor to public comment.

Vice Mayor Rose thanked Ethan for coming. He addressed the comments made by the speakers regarding the 5:30 p.m. meeting and stated that the residents could still come at 8:15 p.m. and talk under Good and Welfare. He would also like to ban smoking on the beach. He stated that once they brought to the Town's attention the issue with the commercial trucks idling at the tot lot, the Town Manager and Public Works Director Gomez had staff go by and check those trucks. He stated that they will be talking to Indian Creek as well. He would like for Building Official McGuinness to hear from him regarding raising the home and understories since he was affected by the hurricane.

Building Official McGuinness stated that his home is elevated 11 feet and his garage door and window were blown out. He stated that the building code is important. He stated that the only buildings that survived were those homes that have understories. He stated that the number 1 thing is elevating homes and making them resilient to the water and wind.

Commissioner Landsman spoke regarding the 5:30 p.m. meetings and only sees a handful of residents here and the only time they see a large amount is when there is a controversial item. He stated that there are notice requirements letting them know when the meetings will happen and this helps them be able to finish their agendas. He addressed hurricane Ian and what took place in the west coast. He stated that maybe they should have the discussion to mitigate some of the issues, but the reality is that the majority of the homes are below the flood plain.

Mayor Danzinger addressed the comments made regarding the 5:30 p.m. meeting. He again stated that all discussion items come back as first reading or resolutions. He stated that you don't run to the ballot for every little thing. He spoke regarding the idling of the

trucks, and they need to come up with some solution. He stated that they speak with staff before they have these meetings. He stated that the beaches are very clean, and the beach chair ordinance has already passed.

Mayor Danzinger closed the floor to public comment.

7. Town Manager and Town Attorney Reports

7A. October Town Manager's Report - Andrew Hyatt, Town Manager

Town Manager Hyatt introduced the item and provided a summary of his Town Manager's Report. He spoke regarding the number of outstanding projects and they prepared a project detailed sheet for each one of them.

Mayor Danzinger wanted to follow up on the aftercare program update and possibly beginning in November.

Parks and Recreation Director Milian addressed the comment made by the Mayor and they are working with the YMCA but are still having staffing issues and it will probably be after the new year. He stated that their goal is to have the YMCA on board.

Commissioner Landsman appreciates the Town Manager bringing this forward and the concern of the Commission was the status of where the projects were. He spoke regarding the time segments and that could be an issue.

Town Manager Hyatt addressed the comments made by Commissioner Landsman and as they contract with engineering groups there will be a better timeline as it pertains to materials etc.

Vice Mayor Rose stated that he has not had a chance to dive into the report but will do so and sit with Public Works Director Gomez and Assistant Town Manager Greene. He spoke regarding some of the projects and does know that some are completed. He stated that if there comes a time that there are too many projects then they should set priorities and also consider more staffing if needed. He appreciates that all department heads got this done.

Mayor Danzinger thanked Town Manager Hyatt and asked if they could break it down by dates, week, year and month. He also agrees to discuss prioritizing the projects. He also stated using these companies that have been utilized before as project managers.

Mayor Danzinger spoke regarding different projects and the project dates.

Mayor Danzinger asked regarding the construction estimate for the Hawthorn Tot Lot project and to keep the project moving forward at a quicker pace.

Mayor Danzinger spoke regarding the traffic study and when it started.

Public Works Director Gomez stated that in September they started the data collection.

Mayor Danzinger stated that time has been lost since the project was approved. He asked what happened that the purchase order was done so many months after it was approved.

Public Works Director Gomez explained the process and the comprehensive study that is required to take place.

Vice Mayor Rose spoke regarding the gap time of when it is discussed to implementation. He gave examples and asked what the things are they need to do on their side to expedite the projects.

Town Manager Hyatt explained the process and state law.

Public Works Director Gomez explained that something so complex like a traffic study involves different parties that have to be involved and negotiating a price.

Further discussion took place among the Commission and staff regarding the process of implementation once the Commission requests a plan or project to come back to them with specifics and cost.

Mayor Danzinger asked regarding the Tennis Center and the delay in that project getting moved forward.

Public Works Director Gomez addressed the questions from the Mayor.

Mayor Danzinger asked the status of the 96th Street Park.

Public Works Director Gomez addressed the questions from the Mayor and stated that next week they will be having the bid opening.

Mayor Danzinger asked for an update of the beautification and dune project.

Public Works Director Gomez addressed the questions from the Mayor.

Further discussion took place among the Commission and staff regarding the process of implementation and what is the process with DEP.

Town Manager Hyatt reminded the public that November 8 is election date.

A motion was made by Vice Mayor Rose to approve the Town Manager's Report, seconded by Commissioner Landsman. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

[2022-10 October Town Manager's Report.pdf](#)

7B. Town Attorney's Report - Town Attorney Lillian Arango

Town Attorney Arango introduced the item and provided a summary of her Town Minutes
Regular Town Commission Meeting
Wednesday, October 12, 2022

Attorney's Report. She provided an update on the litigation matters. She stated that since the new ordinance was passed, the Grand Beach will withdraw their lawsuit. She provided a summary on the Solimar litigation. She provided a summary of the Gallagher lawsuit.

Mayor Danzinger asked regarding the ordinance changes to the hedges and could it be brought back in November.

Town Attorney Arango stated that they will bring it back in November.

Town Manager Hyatt asked when someone drops a lawsuit are they required to pay for the other parties attorneys fees.

Town Attorney Arango stated no and explained the reason.

A motion was made by Commissioner Landsman to approve the Town Attorney's Report, seconded by Vice Mayor Rose. The motion carried with a 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

[Town Attorney Report.pdf](#)

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

Mayor Danzinger would like a round table discussion in a different setting with the Commission and see what dates will work better.

10. Adjournment

There being no further business to discuss before the Commission, a motion was made by Commissioner Landsman to adjourn the meeting at 10:19 p.m. The motion carried with 3-0 vote with Commissioner Meischeid and Commissioner Velasquez absent.

Accepted this _____ day of _____, 2022.

Shlomo Danzinger, Mayor

Attest:

Sandra N. McCreedy, MPA, MMC
Town Clerk



MEMORANDUM

ITEM NO. 3B.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Sandra N. McCready, MMC, Town Clerk

Date: November 15, 2022

Subject: **Approval of 2023 Meeting Calendar**

[2023 Agenda Deadline Dates.pdf](#)

2023

Agenda Deadline Dates

	Deadline - Items To	Agenda Deadline - All Completed Items To	Agenda Distribution	Commission Meeting
MONTH	Town Attorney	Town Clerk	Date	Date
January 2023	12/16/2022	12/30/2022	1/4/2023	1/10/2023
February 2023	1/20/2023	2/3/2023	2/8/2023	2/14/2023
March 2023	2/17/2023	3/3/2023	3/8/2023	3/14/2023
April 2023	3/17/2023	3/31/2023	4/5/2023	4/18/2023*
May 2023	4/14/2023	4/28/2023	5/3/2023	5/9/2023
June 2023	5/19/2023	6/2/2023	6/7/2023	6/13/2023
July 2023	6/16/2023	6/30/2023	7/5/2023	7/11/2023
August 2023	7/14/2023	7/28/2023	8/2/2023	8/8/2023
September 2023	8/18/2023	9/1/2023	9/6/2023	9/12/2023
October 2023	9/15/2023	9/29/2023	10/4/2023	10/10/2023
November 2023	10/20/2023	11/3/2023	11/8/2023	11/14/2023
December 2023	11/17/2023	12/1/2023	12/6/2023	12/12/2023
January 2024	12/15/2023	12/29/2023	1/3/2024	1/9/2024

*Meeting changed to Tuesday 4/18/2023 in observance of Passover



MEMORANDUM

ITEM NO. 3C.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 15, 2022
Subject: **Purchase of Radios for the Police Department**

Town Administration recommends approval of the authorization to expend for radios for the Police Department in the amount of \$277,986.95.

The Surfside Police Department is seeking to purchase thirty-five (35) handheld radios and related accessories to support the operation, maintenance, and modernization of the Surfside PD radio system. The thirty-five (35) handheld radios will replace obsolete police radios which are no longer produced and nor supported by the manufacturer.

The primary objective of this purchase is to deploy secure, interoperable, and reliable radio communications equipment to Surfside PD personnel to ensure tactical law enforcement communications that directly supports the Department's strategic goals, and communications requirements during emergency and critical incidents.

The purchase of the police handheld radios will include APX Next smart services and warranty along with the Command Central Aware Platform for two years. This purchase will be procured under the Miami-Dade County Contract D-10253. The cost of the purchase is \$277,986.95 and was budgeted as part of the Fiscal Year 2023 budget.

[Resolution Approving Purchase of Police Radios.DOCX](#)

[Exhibit A - Piggyback Agreement - Motorola Solutions Inc - Radios and Related Services.DOCX](#)

[Appendix A-Miami Dade County Contract with Motorola.pdf](#)

[Appendix B: Surfside PD - Motorola Quote Per Miami-Dade Contract D-10253 Contract](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF PORTABLE RADIOS AND RELATED SERVICES FROM MOTOROLA SOLUTIONS, INC. FOR THE TOWN'S POLICE DEPARTMENT; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") is in need of secure, interoperable, and reliable radio communications equipment to replace obsolete equipment which is no longer produced nor supported by the manufacturer; and

WHEREAS, the purchase of new portable radio communications equipment is necessary to support the operation, maintenance, and modernization of the Police Department radio system and emergency operations of the Police Department; and

WHEREAS, pursuant to Resolution No. R-682-22, Miami-Dade County entered into Contract No. D-10253 (the "County Contract") for the purchase of certain equipment from Motorola Solutions, Inc. ("Motorola"), including the purchase of APX NEXT Portable Radios (the "Portable Radios"), and

WHEREAS, Motorola has agreed to extend the pricing, terms, and conditions of the County Contract to the Town for the Portable Radios; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances (the "Town Code") provides that purchases made under state general service administration contracts, federal, county or other governmental contracts or competitive bids with other governmental agencies are exempt from the competitive bidding procedures of the Town Code (the "Code"); and

WHEREAS, the Town Commission desires to enter into an agreement with Motorola, in substantially the form attached hereto as Exhibit “A,” for the purchase of (i) thirty-five (35) Portable Radios in the amount of \$277,986.95, (ii) the purchase of related services, including (a) APX NEXT SmartServices & Warranty in the amount of \$19,404.00 and (b) CommandCentral Aware Platform services in the amount of \$8,440.00 (collectively, the “Services”), all utilizing the terms, conditions and pricing of the County Contract; and

WHEREAS, the Town Commission finds that the purchase of the Portable Radios and the Services under the County Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Code; and.

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Agreement for Purchase of Portable Radios and Services. The Town Commission hereby approves the Agreement with Motorola for the purchase of the Portable Radios and Services.

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” with Motorola on behalf of the Town in an amount not to exceed \$277,986.95.

Section 4. Exemption from Competitive Bidding. Pursuant to Section 3-13(3) of the Town's Code, the Town Commission finds that the purchase of the Portable Radios and the Services is exempt from competitive bidding.

Section 5. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the purchase of the Portable Radios and Services and the purposes of this Resolution

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
MOTOROLA SOLUTIONS, INC.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the “Town”), and **MOTOROLA SOLUTIONS, INC.**, a Delaware for-profit corporation authorized to do business in Florida (hereinafter, the “Contractor”). Collectively, the Town and the Contractor are referred to as the “Parties.”

WHEREAS, the Town is in need of secure, interoperable, and reliable radio communications equipment to replace obsolete equipment which is no longer produced nor supported by the manufacturer; and

WHEREAS, pursuant to Resolution No. R-682-22, Miami-Dade County entered into Contract No. D-10253 (the “County Contract”) for the purchase of certain radio equipment and related accessories and services from Motorola Solutions, Inc. (“Contractor”); and

WHEREAS, pursuant to the terms, conditions, and rates of the County Contract, the Town desires to purchase 35 APX NEXT Portable Radios in the amount of \$277,986.95 (the “Portable Radios”), together with (a) APX NEXT SmartServices & Warranty in the amount of \$19,404.00 and (b) CommandCentral Aware Platform services in the amount of \$8,440.00 (collectively, the “Services”), from the Contractor; and

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

WHEREAS, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, the Town desires to engage the Contractor to implement the Project and provide the deliverables as specified below.

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

- 1. Incorporation of Contract.** The terms and conditions of the County Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the County Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A. First Priority: Agreement;
 - B. Second Priority: E-Verify Affidavit;
 - C. Third Priority: Exhibit A – County Contract.
 - D. Fourth Priority: Exhibit B – Motorola Solutions, Inc. Quote
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the County Contract unless otherwise provided in this Agreement. All references to Miami-Dade County shall be replaced with the Town of Surfside where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation.** Compensation to the Contractor for the purchase of the Portable Radios shall be in an amount not to exceed \$277,986.95, in accordance with the rates of the County Contract attached hereto as Exhibit “A” and the Motorola Quote attached hereto as Exhibit “B.”
6. **Ownership and Access to Records and Audits.**
 - A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
 - B. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the

Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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 Town.

- C. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- E. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- F. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- G. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- H. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: SANDRA MCCREADY, MMC, 9293**

HARDING AVENUE, SURFSIDE, FL 33154, 305-861-4863, SMCREADY@TOWNOFSURFSIDEFL.GOV.

7. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.
8. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town 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.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

MOTOROLA SOLUTIONS, INC.

By: _____
Andrew Hyatt
Town Manager

By: _____
Name: _____

Attest:

Title: _____

By: _____
Sandra McCready, MMC
Town Clerk

Entity: _____

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Addresses for Notice:

Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
ahyatt@townofsurfsidefl.gov (email)

_____ (telephone)
_____ (email)

With a copy to:

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian M. Arango, Esq.
Town of Surfside Town Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

_____ (telephone)
_____ (email)

EXHIBIT "A"

Miami-Dade County
Contract No. D-10253

A copy of the County Contract No. D-10253 is on file with the Town Clerk of Surfside.

EXHIBIT "B"

MOTOROLA SOLUTIONS, INC. QUOTE

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town of Surfside requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

MIAMI-DADE COUNTY, FLORIDA

Contract No. D-10253

Motorola Public Safety Radios and Capital Improvement Project
Agreement No. D-10253

THIS AGREEMENT for the provision of Equipment, Products, Services, Maintenance and Support Services ("Agreement") for Public Safety and Public Service Applications, and it is made and entered into by and between Motorola Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware, having an office at 401 East Las Olas Boulevard, Suite 1600, Ft. Lauderdale, FL 33301 (hereinafter referred to as "Motorola" or "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County wishes to purchase Equipment, Products, Services, Maintenance and Support Services for Public Safety and Public Service Applications, that shall conform to the Scope of Services (Appendix A-1 and Appendix A-2), and the requirements of this Agreement; and

WHEREAS, Motorola has agreed to provide the required Equipment, Products, Services, and Maintenance and Support Services for Public Safety and Public Service Applications as required by the County on the conditions set forth in this Agreement;

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

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement
- b) The word "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, (v) all addenda and exhibits, and (vi) all amendments issued hereto.
- c) The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Agreement.
- d) The word "Contractor" to mean Motorola and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "product" and "equipment" mean the products and equipment provided by Motorola under this Agreement.
- h) The words "Licensed Software" to mean the software provided by Contractor pursuant to this Agreement.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A-1 and Appendix A-2, which details the Work to be performed by the Contractor.

MIAMI-DADE COUNTY, FLORIDA**Contract No. D-10253**

- k) The words "Service" or "Services" to mean the provision of services in accordance with the Scope of Services.
- l) The word "Subcontractor" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of contract with the Contractor.
- m) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Agreement.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, Articles 1 through 56 will take precedence over any conflicting terms in other Appendices or Exhibits, except that conflicting terms in Exhibit A, B, C, or D take precedence over Articles 1 through 56 only with respect to the specific subject matter contained in each Exhibit, and not Articles 1 through 56 or any other Exhibit as it applies to any other subject matter.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.

MIAMI-DADE COUNTY, FLORIDA**Contract No. D-10253**

- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Agreement. All things not expressly mentioned in this Agreement but reasonably necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Agreement. All Work shall be accomplished at the direction of the Project Manager and in accordance with this Agreement.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all reasonable changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Agreement shall become effective on the date of the Parties' execution, whichever is later, and shall continue for five (5) years. The County, at its sole discretion, may renew this Agreement for three, five-year options to renew. The County may extend this Agreement for up to an additional one hundred-eighty (180) calendar days beyond the current Agreement period and will notify the Contractor in writing of the extension. This Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. CHANGE ORDER PROVISION

- a) The County may, at any time, by written notice or order designated or indicated to be a Change Order or Change Notice, make any change in the Work, but only within the general scope of the Contract, including but not limited to changes (a) in the Contract specifications (b) in the method or manner of performance of the Work, (c) in the sites or (d) directing acceleration in the performance of the Work.
- b) If the County agrees that any change under this Section causes an increase or decrease in the Contractor's price of, or the time required for the performance of any part of the Work under this Contract, a Contract change will be made and the Contract modified by a written Change Order in accordance with this Section.
- c) If the Contractor intends to assert a claim for a Contract change under this Section, the Contractor shall issue a Notice of Potential Claim as set forth below. The Notice of Potential Claim shall be in writing and set forth the reasons for which the Contractor believes additional compensation and/or time is due, the nature of the costs involved and the approximate amount of the potential claim. If the change involves time, the notice shall also contain an estimate of the time involved and an impacted schedule. The Notice of Potential Claim shall be given to the County within ten (10) Days of the event giving rise to the claim, and in all instances prior to the time that the Contractor has started performance of work giving rise to the potential claim for additional compensation. Failure to provide the requisite notice, or otherwise to comply with the requirements of this Section shall be grounds for the County's rejection of the claim.
- d) The County and the Contractor shall endeavor to negotiate a reasonable contract price/time (if applicable) and line adjustment in a Change Order on terms appropriate to the changed Work. The Contractor will be required to submit a sufficiently detailed price and time (if applicable) proposal within thirty (30) Days after the event giving rise to the change supported with sufficient documentation that (1) County can determine that the proposal reflects all impacts (price and time) on the Contract from Work additions, deletions and modifications shown in the Change Notice being priced; and (2) the proposed prices and time impact assessment are set out in such a way that their reasonableness can be evaluated. To support any proposed time impact arising out of a contract change, the Contractor shall submit with his price proposal a proposed impact in the project schedule, all in sufficient detail to allow County to determine the reasonableness of the

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request. The execution of a Change Order by both parties will be deemed full accord and satisfaction of all claims of any nature arising from the issuance of the Change Notice negotiated, including any price impacts resulting from the Change Order.

- e) If the price and/or time quoted in the Change Proposal Request is acceptable, the County may recommend a Change Order for approval by the Board of County Commissioners. If the quoted price and/or time is unacceptable, or in the event that a quote is not provided by The Contractor in the manner set forth in subsection d) above the change proposal request will be rejected.
- f) Change Orders involving additional time and money require the express approval of the Board of County Commissioners unless the Board has by appropriate legislation delegated that authority. By exception, any change, which can be funded from the contingency allowance, if any, shall require only the express written authorization of the County Project Manager.
- g) The Contractor shall continue diligently to perform the Contract in accordance with the County's order, instruction, direction, interpretation or determination during negotiations with respect to the Contractor's entitlement to a Contract change hereunder or to the amount of any Contract price adjustment or time extension, and throughout the Contract notwithstanding any such disagreement. The Contractor and County may agree on certain aspects of a Contract change and take those aspects out of operation of time and materials provisions. In the event a mutually agreeable equitable adjustment cannot be made, the Contractor shall continue diligently to perform the Work, and provided that the Contractor has delivered all required notices, the Contractor will perform the work and is authorized to deliver to the County a Notice of Protest pursuant to subsection h) as defined below.
- h) As a condition for making any claims for work done under protest, as authorized in this article, the Contractor shall deliver to the County a Notice of Protest. The Notice of Protest shall be delivered to the County in advance of the work done under protest, shall define with reasonable specificity the work being done under protest, shall provide an estimate of the anticipated damages to be claimed by the Contractor relating to such work, and the impact to the project schedule resulting from such work done under protest. Failure to provide the required notice shall be deemed a waiver of the claim.
- i) In no event shall the Contractor claim or be entitled to any damages for delay of any kind, whether occasioned by an act or omission to act; or by undisclosed, unforeseen, latent, or misrepresented materials or other physical conditions discovered or uncovered by the Contractor during the course of its performance; or by any other reason whatsoever.

ARTICLE 7. ASSIGNMENT TO COUNTY SHERIFF

Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Sheriff upon the creation of such office in Miami-Dade County without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected County Sheriff and the acceptance of such by the County Sheriff, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected County Sheriff.

Should the County assign, transfer or convey only a portion of this Agreement to the County Sheriff, the Agreement shall be divided into two separate Agreements and the Sheriff shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the County Sheriff as if such portion was a separate agreement entered into between the Contractor and the County Sheriff. The County Sheriff shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer or conveyance.

The County shall provide notice of such action to the Contractor within thirty (30) days of any such assignment, transfer or

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conveyance.

ARTICLE 8. ELIGIBLE PURCHASERS

County and all of its agencies, and any city or governmental district, body or agency located within Miami-Dade County, Florida, may purchase additional equipment, products, and services from this Agreement. Eligible Purchasers have the same rights and responsibilities as County under this Agreement with respect to their purchases from this Agreement.

ARTICLE 9. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Miami-Dade Fire Rescue Department Project Manager:
Attention: Chief Gregory Rubin
Phone: 786-331-5104
E-mail: Gregory.Rubin@miamidade.gov

and

- b) to the Miami-Dade Police Department Project Manager:
Attention: Lieutenant Ronald P. Sliman
Phone: 305-669-7700
Email: rpsliman@mdpd.com

and

- c) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Attention: Danny Sanchez
Phone: (954) 260-2961
E-mail: Danny.Sanchez@motorolasolutions.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 10. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Agreement. The compensation for all Work performed under this Agreement, including all costs associated with such Work and Services, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Agreement shall be at the Contractor's risk and expense.

ARTICLE 11. PRICING

Prices shall remain firm and fixed for the initial term of the Agreement per Section 8 of Appendix A-1, and Section 10 of Appendix A-2, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any extension thereof.

ARTICLE 12. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. The Payment Schedule is set forth in Appendix A. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Agreement or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Agreement. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

To MDFR

Miami-Dade County, Finance Department
C/O Miami-Dade Fire Rescue Department
Attn: Shared Services Payable Unit

To MDPD

Miami-Dade County, Finance Department
C/O Miami-Dade Police Department
Attn: Shared Services Payable Unit

MIAMI-DADE COUNTY, FLORIDA

111 NW 1st Street, 26th Floor
Miami, FL 33128

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111 NW 1st Street, 26th Floor
Miami, FL 33128

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 13. FREIGHT, TITLE, AND RISK OF LOSS

The Contractor will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to County upon shipment. Title to Software will not pass to County at any time. The Contractor will pack and ship all Equipment in accordance with good commercial practices.

The address which is the ultimate destination where the Equipment will be delivered to County will be set forth in the applicable purchase orders. The Equipment will be shipped to the County at the address set forth in the purchase orders within the County.

The County may change this information by giving written notice to Motorola.

ARTICLE 14. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities who are users of the equipment, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings arising out of, relating to or resulting from the negligent performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions on behalf of the County, where applicable, including appellate proceedings. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount of \$1,000,000 combined single limit each accident each accident for bodily injury and property damage.
- D. Professional Liability Insurance in an amount of \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

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The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Agreement may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Agreement, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Agreement, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Agreement period, the County may suspend the Agreement until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Agreement for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 15. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and reasonable costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

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- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 16. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 17. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 18. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every reasonable request of the Project Manager, including the withdrawal or modification of any previous order, subject to subsection c) through e) below. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive,

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final and binding on the Parties, subject to judicial appeal. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.

- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 19. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 20. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 21. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five (5) business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides

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accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 22. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 23. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof (except software) without the prior written consent of the County.

ARTICLE 24. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Agreement.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a Subcontractor if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information.

ARTICLE 25. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections,

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estimates and explanations shall not form the basis of any claim by the Contractor; however, such information may be used as a defense to claims made by the County or any third parties against the Contractor.

ARTICLE 26. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 27. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 28) and fails to cure said Event of Default (as delineated below in Article 29), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 27(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including reasonable attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Section 8 of Appendix A-1 and Section 10 of Appendix A-2.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the equipment, materials, products, Services completed in accordance with the Agreement up to the

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Effective Termination Date; and

- ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article is subject to audit
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 28. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with Article 46.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within a mutually agreed upon timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 29. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the Agreement within a thirty (30) day period. The County may grant an additional period of such

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duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 30. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- b) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 31. ACCEPTANCE

Acceptance of the Products will occur upon delivery to County unless Appendix A-1 and/or Appendix A-2 provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, County's use of the Products for their operational purposes will constitute acceptance.

ARTICLE 32. TOWER ACCEPTANCE

- a) Project Kickoff. Contractual testing and inspections will be defined and agreed to with the project team and the County prior to project kick off, and the Contractor will be responsible for conducting, coordinating and paying for all jurisdictional testing and inspections.
- b) Completion Criteria. Site development will be completed per Issued for Construction (IFC) drawings, project requirements, contractual obligations, including any County and Contractor approved changes. This shall be confirmed by the subcontractor and reviewed with the Contractor's construction manager and project manager before inspections occur. All jurisdictional and contractual required testing and inspections will occur. The Contractor's site development checklist will be completed and signed off by the Contractor prior to the County's inspection. The site turn-over package will be completed and turned over to the Contractor, as defined and agreed to with the County. All punch list and deficiencies shall be completed prior to County and Contractor inspections.
- c) Tower Acceptance. Tower Acceptance will occur upon completion of the Installation. Upon Tower Acceptance, the Parties will memorialize this event by promptly executing a Tower Acceptance Certificate.

ARTICLE 33. REPRESENTATIONS AND WARRANTIES

- a) EQUIPMENT WARRANTY. During the Warranty Period, the Contractor warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.
- b) SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, the Contractor warrants the Software in accordance with the warranty terms of the Software License Agreement and the provisions of this Section that are applicable to the Software. **Nothing**

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in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

- c) **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident; liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; County's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.
- d) **SERVICE WARRANTY.** During the Warranty Period, the Contractor warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. County acknowledges that the Deliverables may contain recommendations, suggestions or advice from the Contractor to County (collectively, "recommendations"). The Contractor makes no warranties concerning those recommendations, and County alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.
- e) **WARRANTY CLAIMS.** To assert a warranty claim, County must notify the Contractor in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, the Contractor will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, the Contractor will (at its option and at no additional charge to County) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of the Contractor's liability for the warranty claim. In the event of a valid Services warranty claim, County's sole remedy is to require the Contractor to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then the Contractor may invoice County for responding to the claim on a time and materials basis using the Contractor's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of the Contractor..
- f) **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by the Contractor to the original user purchasing the Products or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.
- g) **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. THE CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 34. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall be liable and responsible for any and all claims made against the County for Contractor's infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use

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or supplying of any Programs, documentation, Software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of reasonable attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any infringement claim, demand, and cause of action, debt, or liability.

- b) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the Contractor's option and expense (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) replace the Equipment/Software (or part thereof) with a functioning equivalent but not infringing one, or (iii) procure for the County, at the Contractor's expense, the rights provided under this Contract to use the item(s). If none of the foregoing remedies are reasonably available to the Contractor, the Contractor shall accept return of the system and reimburse the County for the depreciated purchase price. The price shall be depreciated on the basis of straight line depreciation over a period of 15 years.
- c) The Parties shall promptly inform the other of any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit Contractor from providing any Deliverables hereunder. The Contractor shall enter into agreements with all Subcontractors at the Contractor's own risk.

The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

- d) The Contractor shall be promptly notified in writing of any suit, action or proceeding in regard to any such claim, and shall be given a reasonable opportunity to defend, at its sole expense, any such suit, action or proceeding including settlement thereof, in which event, the Contractor shall pay all amounts due as damages finally awarded against the County or pay all balances of settlement thereof, as the case may be.

In no event will the Contractor's liability resulting from its indemnity obligation to County extend in any way to royalties payable on a per use basis or the County's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from County from sales or license of the infringing Motorola Product.

This Article 34 provides County's sole and exclusive remedies and the Contractor's entire liability in the event of an Infringement Claim. County has no right to recover and the Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Article are subject to and limited by the restrictions set forth in Article 35.

ARTICLE 35. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, or direct damage to real property or direct damage tangible personal property the Contractor's total liability, whether for breach of Agreement, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT THE CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement.

Notwithstanding the above, the Parties acknowledge that the Contractor shall be classified as a service provider as defined by the Next Generation 9-1-1 Advancement Act of 2012 ("NG911 Act") and therefore is entitled to the immunity protections granted under the NG911 Act.

ARTICLE 36. CONFIDENTIALITY

- a) All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the Contractor's breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article, damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 37. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Agreement, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements provided to Contractor must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 38. PROPRIETARY RIGHTS

a) COUNTY'S PROPRIETARY RIGHTS

The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) THE CONTRACTOR'S PROPRIETARY RIGHTS.

The Contractor, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motrola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by the Contractor in connection with providing to County the Equipment, Software, or related services remain vested exclusively in the Contractor, and this Agreement does not grant to County any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, the Contractor does not grant to County, either directly or by implication, estoppel, or otherwise, any right, title or interest in the Contractor's Proprietary Rights. County will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, the Contractor will have no obligation to provide County with access to its Confidential Information and/or proprietary information. Under no circumstances will the Contractor be required to provide any data related to raw costs and pricing unless required to fulfill its obligations under Florida law.

ARTICLE 39. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
 2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2.8.1(d)(2) of the Code of Miami-Dade County)
 3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
 4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
 5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
 6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
 7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2&1(f) of the Code of Miami-Dade County)
 8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
 9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
 10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
 11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit.**
(Section 448.095, of the Florida State Statutes)
 12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
 13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
 14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
 15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
 16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.
- b) **Conflict of Interest and Code of Ethics**
Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 40. INSPECTOR GENERAL REVIEWS***Independent Private Sector Inspector General Reviews***

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Agreement shall be one quarter of one percent (0.25%) of the total Agreement amount which cost shall be included in the total Agreement amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to

performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 41. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

Pursuant to Resolution No. R-1072-17, by entering into this Agreement, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 41. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 42. CONFLICT OF INTEREST

The Contractor represents that

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the

- execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
- ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement, provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
 - d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
 - e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 43. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 44. BANKRUPTCY

The County may terminate this Agreement, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 45. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 46. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Section 2-8.10 of the Code, this Agreement is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Agreement, or any contract resulting from the solicitation referenced on the first page of this Agreement, and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Agreement.

ARTICLE 47. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which this Agreement is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 48. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 49. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Agreement until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at [https://iapps.careersourcesfl.com/firs source/](https://iapps.careersourcesfl.com/firs%20source/).

ARTICLE 50. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 51. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Agreement, 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 twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Agreement. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the

date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 52. TAXES

The contract price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by the County except as exempt by law. If the County is exempt by law, the County agrees to provide Contractor with a copy of its tax exempt status. If Contractor is required to pay any of these taxes, Contractor will send an invoice to the County and the County will pay to Contractor the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. The County will be solely responsible for reporting the Tower for personal property tax purposes, and Contractor will be solely responsible for reporting taxes on its income or net worth.

ARTICLE 53. MOTOROLA SOFTWARE LICENSE AGREEMENT/SUBSCRIPTION SERVICES

Both the Contractor and the County hereby agree to incorporate the Motorola Software License Agreement attached hereto as Exhibit A, and agree that the radios to be purchased will require Subscription Services more fully described and set forth in the Subscription Agreement Addendum, the FirstNet and AT&T Service Terms, the Addendum to Customer Agreement for Transport Connectivity attached hereto and fully incorporated herein Exhibit B, C and D, respectively.

ARTICLE 54. CRIMINAL JUSTICE INFORMATION SYSTEM SECURITY

Any contract awarded to a private contractor/vendor wherein a software application/program that accesses, processes, and stores criminal justice information (CJI) or Personally Identifiable Information (PII), or the selected private contractor/vendor requires physical or logical access to the MDPD's network which contains CJI or PII, must comply with all security policy requirements outlined in the Florida Department of Law Enforcement's (FDLE) Criminal Justice Information Systems (CJIS) Security Policy. Additionally, the selected private contractor/vendor, and any of its employees or subcontractors, that requires logical access to the MDPD's network must review the attached Federal Bureau of Investigation's (FBI) CJIS Security Addendum (Annex A), and sign the FBI's CJIS Security Addendum Certification (Annex B) upon completion of a state and national fingerprint-based record check, criminal background check, proof of citizenship or authorization to be employed in the United States, biennially. Further, support personnel, contractors, and custodial workers with access to physically secure locations or controlled areas shall be subject to a state and national fingerprint-based record check unless these individuals are escorted by authorized personnel at all times.

ARTICLE 55. ADDITIONAL EQUIPMENT, PRODUCTS OR SERVICES

During the term of the Agreement, including any extensions or renewals thereof, the County may request additional equipment, products, and/or services available from the Contractor that are similar in nature to the equipment, products and/or services available under this Agreement. In the event that the County requires such equipment, products, and/or services, the County shall request a detailed State of Work from the Contractor that shall define in detail the equipment, products and/or services to be provided. The County and the Contractor shall mutually agree upon the terms and conditions required to complete the statement of Work, including associated pricing. Each Statement of Work executed hereunder shall be incorporated into the terms and conditions of this Agreement through a Supplemental Agreement.

ARTICLE 56. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

MIAMI-DADE COUNTY, FLORIDA

Contract No. D-10253

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor: Motorola Solutions, Inc.

By: [Signature]

Name: Daniel Sanchez

Title: MSSI/Territory Vice President

Date: 07/07/2022

Attest: [Signature]
Corporate Assistant Secretary/Notary Public

Miami-Dade County
Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response Officer

By: [Signature]

Name: Daniella Levine Cava

Title: Mayor

Date: 8/1/22

Attest: _____
Clerk of the Board

Corporate Seal/Notary Public
Tatlanna Gil
Notary Public
State of Florida
Comm# HH069886
Expires 12/7/2024

Approved as to form and legal sufficiency [Signature]
Assistant County Attorney

State of Florida, County Of Miami-Dade
The foregoing instrument was acknowledged before me this 7 day of July 2022 by Daniel Sanchez who is personally known to me or who has produced [Signature] as identification.

Tatlanna Gil
Notary Public
State of Florida
Comm# HH069886
Expires 12/7/2024

RECEIVED BY CLERK
CLERK OF THE BOARD
Miami-Dade County, Florida
AUG - 1 2022
ATTESTED BY: [Signature]



Exhibit A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Contractor Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Contractor") and Miami-Dade County, Florida ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Contractor to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Contractor; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Contractor and Licensee enter into this Agreement in connection with Contractor's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Contractor is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Contractor grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Contractor's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and

conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Contractor will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Contractor's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Contractor in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Contractor of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Contractor at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Contractor or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Contractor is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Contractor and the Auditor will be kept in strict confidence by Contractor and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Contractor, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Contractor or another party, or any improvements that result from Contractor's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Contractor in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Contractor, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Contractor's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Contractor warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Contractor solely with reference to the Documentation. Contractor does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Contractor makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Contractor.

6.2 Contractor's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Contractor cannot correct the defect within a reasonable time, then at Contractor's option, Contractor will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Contractor disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Contractor knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Contractor disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Contractor's prior written consent. Contractor's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Contractor's radio products and Licensee transfers ownership of the Contractor radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Contractor's FLASHport®

software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Contractor upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Contractor, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Contractor.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Contractor that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Contractor or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Contractor made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Contractor for which monetary damages would be inadequate. If Licensee breaches this Agreement, Contractor may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Contractor software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Contractor's valuable proprietary and Confidential Information and are Contractor's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Contractor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Contractor may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Contractor and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Contractor uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Contractor will take the steps set forth in Section 6 of this Agreement.

Exhibit B**Subscription Software Addendum**

This Subscription Software Addendum (this "SSA") is entered into between Motorola Solutions, Inc. ("Contractor") and Miami-Dade County ("County"), and will be subject to, and governed by, the terms of the Agreement No. D-10253 (the "Agreement"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Agreement.

1. **Addendum.** This SSA governs County's purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Contractor, and will form part of the Parties' Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to County.

2. **Delivery of Subscription Software.**

2.1. **Delivery.** During the applicable Subscription Term (as defined below), Contractor will provide to County the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Contractor will provide County advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon County's receipt of credentials required for access to the Subscription Software or upon Contractor otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Contractor will also provide Services related to such Subscription Software.

2.2. **Modifications.** In addition to other rights to modify the Products and Services set forth in the Agreement, Contractor may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. **User Credentials.** If applicable, Contractor will provide County with administrative user credentials for the Subscription Software, and County will ensure such administrative user credentials are accessed and used only by County's employees with training on their proper use. County will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. County will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Contractor provides Services to County in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to County on a time and materials basis, and County will pay all invoices in accordance with the payment terms of the Agreement.

2.4. **Beta Services.** If Contractor makes any beta version of a software application ("Beta Service") available to County, County may choose to use such Beta Service at its own discretion, provided, however, that County will use the Beta Service solely for purposes of County's evaluation of such Beta Service, and for no other purpose. County acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Contractor. Contractor will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Contractor may discontinue any Beta Service at any time. County acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. **Subscription Software License and Restrictions.**

3.1. Subscription Software License. Subject to County's and its Authorized Users' compliance with the Agreement, including payment terms, Contractor hereby grants County and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for County's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. County may access, and use the Subscription Software only in County's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. County Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where County uses the Subscription Software) in connection with their use of the Subscription Software. County will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Contractor; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of County's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "Initial Subscription Period"). Following the Initial Subscription Period, County's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "Renewal Subscription Year"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "Subscription Term".) Contractor may increase Fees prior to any Renewal Subscription Year. In such case, Contractor will notify County of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if County orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of County's then-current Subscription Term (a "Partial Subscription Year"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "SSA Term") will commence upon either (a) the Effective Date of the Agreement, if this SSA is attached to the Agreement as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the Agreement Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the Agreement, Contractor may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to County if (a) County breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that County's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Contractor, Contractor's systems, or any third party (including other Contractor customers). County acknowledges that Contractor made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that County's breach of the Agreement will result in irreparable harm to Contractor for which monetary damages would be inadequate. If County breaches this Agreement, in addition to termination, Contractor will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the Agreement, Contractor may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Contractor plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the Agreement), County will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Contractor will have the right to suspend the Subscription Software and any recurring Services if County fails to make any payments when due.

5.2. License True-Up. Contractor will have the right to conduct an audit of total user licenses credentialed by County for any Subscription Software during a Subscription Term, and County will cooperate with such audit. If Contractor determines that County's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by County, Contractor may invoice County for the additional licenses used by County, pro-rated for each additional license from the date such license was activated, and County will pay such invoice in accordance with the payment terms in the Agreement.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Contractor is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the Agreement or **Section 6.1 – Additional Exclusions** above, but if Contractor agrees to provide Services to help resolve such issues, County will reimburse Contractor for its reasonable time and expenses, including by paying Contractor any Fees set forth in an Ordering Document for such Services, if applicable.

7. Contractor as a Controller or Joint Controller. In all instances where Contractor acts as a controller of data, it will comply with the applicable provisions of the Contractor Privacy Statement at

https://www.motorolasolutions.com/en_us/about/privacy-policy.htm#privacystatement, as may be updated from time to time. Contractor holds all County Contact Data as a controller and shall Process such County Contact Data in accordance with the Contractor Privacy Statement. In instances where Contractor is acting as a joint controller with County, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Exhibit C

FirstNet and AT&T Service Terms

Public Safety Entity ("Customer") Responsibilities for access to and use of "First Net" Service as provided by AT&T

General. The Customer is responsible for complying with AT&T Acceptable Use Policy found at att.com/aup and applicable AT&T Service Guides found at att.com/servicepublications.

Privacy. The Customer is responsible for complying with all applicable privacy laws. The Customer is responsible for obtaining consent from and giving notice to its Users regarding Motorola's and AT&T's collection and use of User information in connection with a Service. The Customer will only make accessible or provide Personal Data to Motorola and AT&T when it has the legal authority to do so.

User Eligibility. The Customer shall verify, or assist Motorola and AT&T in verifying, as stated below, the eligibility of its Users to use the Service. The Customer is required to verify and confirm that its Users are authorized and eligible to use Service. The Customer must perform periodic audits on a regular, but not less than once per year, basis to identify any individuals who are no longer eligible for Service. The Customer must produce such information as may be requested through AT&T by the FirstNet Authority and the United States Government to verify eligibility of its users.

Limitations on the Service. THE CUSTOMER ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF MOTOROLA OR AT&T'S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

Limitations on Service of Carrier Partners. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND MOTOROLA AND AT&T MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND MOTOROLA AND AT&T WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS. ROAMING ON CARRIER PARTNER NETWORKS OUTSIDE THE FIRSTNET SERVICE AREA (IF ANY) SHALL BE AVAILABLE AS DESCRIBED IN THE SERVICE GUIDE.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [CUSTOMER] AND THE UNDERLYING CARRIER; (3) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO [USER], WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED

Medical Devices (FDA and HIPAA Responsibilities). The Customer shall be responsible for FDA compliance as a "distributor" of the Device to its users. Except as necessary to provide the Service to the Customer, The Customer shall not convey any protected health information ("PHI") to AT&T, as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act regulations. Motorola and/or AT&T shall not function as the Customer's business associate in rendering the Services; such Services will be limited to providing conduit or mere data transmission services to the Customer in accordance with guidance on the "conduit exception" under HIPAA. Each Party shall bear its own costs associated with regulatory compliance.

Audits. Customer may be subject to occasional audits by AT&T or its agents to verify compliance with this Addendum.

Exhibit D
Addendum to County Agreement
for
Transport Connectivity

This Addendum for Transport Connectivity (this "TCA") is entered into between Contractor Solutions Connectivity, Inc., with offices at 500 W Monroe St, Ste 4400, Chicago, IL 60661 ("Contractor"), a wholly owned subsidiary of Contractor Solutions, Inc. ("MSI"), and Miami-Dade County ("County"), and will be subject to, and governed by, the terms of the Agreement No. D-10253 (the "Agreement"), and the applicable Addenda. Capitalized terms used in this TCA, but not defined herein, will have the meanings set forth in the Agreement or the applicable Addenda.

1. **Addendum.** This TCA governs County's purchase of certain transport connectivity, as further described below (generally referred to as the "Connectivity"), and constitutes an agreement solely entirely between Contractor and County. Contractor and County shall only be liable to each other for the obligations expressly set forth in this TCA. In no event will MSI be liable for any of Contractor's obligations or liabilities pursuant to this TCA. In addition to the Agreement, other Addenda may be applicable to other Products or Services, with respect to Software and Equipment, as each of those terms is defined therein, and as further described below, if any. This TCA will control with respect to conflicting terms in the Agreement or any other applicable Addendum, but only as applicable to the Connectivity purchased under this TCA and not with respect to other Products or Services.

2. **Connectivity Service Description and Applicable Terms and Conditions.**
 - 2.1. Connectivity Service Description. Connectivity means the physical connection (i.e. the physical copper, fiber, wireless transport technology(ies) or other transmission medium used) that is designed for the transmission of information including data between locations, devices, equipment and/or facilities designated for County, as set forth in the applicable Statement of Work ("SOW") between the parties, which may be located on County premises, mobile, and/or in remote Contractor or MSI procured data centers or cloud-based locations. If a generic demarcation point (such as a street address) is provided, the demarcation point will be Contractor's Minimum Point of Entry (MPOE) at such location (as determined by Contractor and/or its vendors). Additional wiring may be provided by MSI, at its sole discretion, and may entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Any additional wiring or necessary transmission media will be provided and/or maintained by MSI as specifically described in the accompanying SOW. Contractor will maintain Connectivity to the demarcation point only. County disclaims any interest in any equipment, property or licenses used by Contractor to provide Connectivity. Terms for interest in additional wiring and maintenance of additional wiring will be as delineated in an applicable SOW.
 - 2.2. Types of Connectivity Technologies. Contractor uses different technologies to provide Connectivity. Some technologies or speeds may not be available in all areas or with certain types of Connectivity. Unless otherwise set forth in the Agreement or applicable SOW, Contractor utilizes different technologies to provide Connectivity at its sole discretion and may include, but not be limited to ethernet, wavelength, special access, and/or wireless technologies (again, including but not limited to LTE or equivalent wireless services or wireless satellite services). In addition, Connectivity may include additional technologies for security or commonality of protocol, including but not limited to Multiprotocol Label Switching ("MPLS") and Software Defined Wide Area Network ("SD-WAN").

3. **Requests for Connectivity, Third Party Providers and Statements of Work.** County will request Connectivity as provided for in the applicable SOW(s). Contractor will notify County of acceptance of a request for Connectivity by delivering (in writing or electronically) a confirmation, or by delivering the Connectivity.

- 3.1. **Third Party Providers of Connectivity.** County understands and agrees that Connectivity is provided to Contractor by third parties, and then may be combined with certain Contractor and/or MSI equipment, as requested by County and agreed in an applicable SOW. Contractor does not build or provision Connectivity itself, it solely procures underlying services to provide Connectivity from third parties.
 - 3.1.1. Provision of Connectivity is subject to availability of underlying Connectivity from Contractor's applicable vendor. Provisioning intervals for Connectivity are dependent upon the intervals provided to Contractor by the underlying third party provider. County agrees that Contractor may request, but is not responsible for, certain provisioning intervals as requested by County in a SOW.
 - 3.1.2. County further agrees that Contractor does not offer any specific service level agreements, service level objectives, outage credits or other guarantees regarding outages or reliability of services (collectively, "SLAs") procured and included as part of Connectivity from third party providers. Any SLAs available to County will be separately identified and provided by MSI under the Agreement and any applicable SOW. No other SLAs will be provided or are available from Contractor, unless specifically delineated herein.
 - 3.1.3. Certain requirements of Contractor's third party providers may apply to the provision of Connectivity and are included as Exhibit A to this TCA.
- 3.2. **Statement of Work.** Contractor and MSI will provide a Statement of Work ("SOW") to further describe implementation of Connectivity and the use of the provided Connectivity with additional services and/or equipment provided by MSI. An applicable SOW may contain SLAs with respect to other services provided by MSI outside of Connectivity or in conjunction with Connectivity. However, County and Contractor agree that such SLAs do not apply directly to Connectivity in and of itself provided by Contractor.
4. **Provisioning, Maintenance and Repair.** Contractor may re-provision Connectivity from one third party provider to another and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Connectivity interruption. If scheduled maintenance requires Connectivity interruption Contractor will: (1) provide County seven days' prior written notice, (2) work with County to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. County may request a technician dispatch for Connectivity problems, for which Contractor will use commercially reasonable efforts to obtain applicable service from third party providers, if applicable. Contractor may assess a dispatch fee if costs for such services are invoiced to Contractor.
5. **Termination.** Should any Connectivity be terminated under the provisions of the Agreement, County agrees that it will reimburse Contractor for any termination charges levied against Contractor by any third party providers of individual components of Connectivity. Contractor will invoice such charges through its standard billing processes and such amounts will be paid pursuant to the provisions of the Agreement.
6. **County Information.** County agrees that Contractor may use, access and disclose County's information including customer data and network information within its own and its affiliates' business operations, and with third party vendors acting on Contractor's behalf for provision of the Connectivity.
7. **Network Monitoring.** Transmissions passing through the facilities of Contractor's vendors may be subject to legal intercept and monitoring activities by its vendors (or vendors' suppliers) or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by County or end users under applicable data protection or other laws, County grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.

8. **Transmission Service Priority.** Certain service priority(ies), including restoration, may be available to County for an additional fee from Contractor's third party provider of Connectivity. If County elects to implement an available service priority for Connectivity, then County is required to expressly set forth its priority election within the applicable SOW, cooperate fully with Contractor and Contractor's third party provider of Connectivity to effectuate and maintain implementation, and pay any additional fees, costs, or surcharges applicable to the elected priority service.
9. **Billing and Payment.** Contractor will issue invoices to County for the provision of Connectivity to County, which may include but not limited to charges billed by third party providers and all taxes fees, surcharges or other charges imposed by such third party providers. County will pay invoices from Contractor for the Connectivity covered by this TCA in accordance with the invoice payment terms set forth in the Agreement. Fees for Connectivity will be invoiced as of the provisioning date, as determined by Contractor, unless another payment schedule or milestones are set forth in the Agreement or applicable SOW. Contractor may, at its sole discretion, utilize MSI as its billing and collection agent and County expressly agrees that invoices for Contractor services may appear on invoices issued by MSI.
10. **Taxes and Regulatory Cost Recovery Fees.** Unless otherwise specified, prices for Connectivity do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Contractor is required to collect such regulatory charges or contributions from County (collectively, "Taxes"), or any fees or charges to offset costs Contractor incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Contractor by governmental entities or collected from Contractor by third parties, which are not Taxes or charges that government mandates be recovered from County but that Contractor is permitted to recover from County either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be paid by County, except as exempt by law, unless otherwise specified in a SOW. If Contractor is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, County will be billed by Contractor for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor, and County agrees that it will pay such Taxes and Regulatory Cost Recovery Fees within thirty (30) days after County's receipt of an invoice therefore, unless County furnishes Contractor applicable tax-exemption certificates. Contractor will be solely responsible for reporting Taxes on its income and net worth.

Annex A

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CIA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306


Annex B

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM


CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Daniel Sanchez 
Printed Name/Signature of Contractor Employee

07/07/2022
Date

Daniel Sanchez 
Printed Name/Signature of Contractor Representative

07/07/2022
Date

Motorola Solutions, Inc. Territory Vice President
Organization and Title of Contractor Representative

A green and white Miami-Dade Fire Rescue boat is shown on the water. The boat has "MIAMI-DADE FIRE RESCUE" written on its side. The background shows a clear blue sky and other boats in the distance.

APPENDIX A-1

MIAMI-DADE FIRE RESCUE

CAPITAL INFRASTRUCTURE IMPROVEMENTS PROJECT

JUNE 30, 2022



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SECTION 1

EXECUTIVE SUMMARY

Motorola Solutions, Inc. (Motorola Solutions or Motorola) shall provide Miami-Dade County (County or MDFR) with the identified hardware and services for the fixed price and subject to the terms and conditions as set forth herein.

While the existing network is performing reliably, the products and services to be provided by Motorola Solutions shall improve redundancy as well as upgrade current equipment to keep the system operating for future uses. The products and services provided shall also improve resiliency for the system to maintain communications during intense weather events such as hurricanes.

In addition to other products and services Motorola Solutions shall provide new radio sites and additional microwave links in different parts of the County as set forth herein to add coverage to improve coverage for the current Miami-Dade Fire Rescue UHF Public Safety radio system.

Motorola Solutions shall also provide a planned approach to integrate MDFR's Land Mobile Radio and FirstNet in a technically feasible and cost-effective manner and shall improve interoperability with neighboring cities and counties.

The Next Generation APXNEXT Extreme Environment (XE) Portable Fire Radios provided herein shall utilize LTE and SmartRadio technology to improve Fire Fighters safety and provide situational awareness through Location Tracking and Mapping of Users, sending of Messaging & Multi-Media between users and enhancing Voice Communications over LTE Cellular. Additionally, leveraging LTE for programming of radios enhances operational efficiency for the Department.

SECTION 2

SYSTEM DESCRIPTION

2.1 UHF FIRE RADIO SYSTEM

2.1.1 System Overview

Motorola Solutions shall provide a capital infrastructure improvement plan to address the coverage concerns in Miami-Dade County as well as address the existing infrastructure components. All construction performed by Motorola Solutions shall be performed in accordance with Florida law including, but not limited to, the provisions of Florida Statutes, Section 255.05, as applicable.

Motorola Solutions shall provide MDFR six (6) new UHF ASTRO 25 Transmit Radio sites with GTR 8000 Base Radios to add to the existing UHF system. The site add-ons to the MDFR radio system shall provide MDFR with high-quality, effective two-way radio communications.

Table 2-1: MDFR UHF Fire Radio System new sites.

Site Name	Number of Channels
Aventura Hospital (AVTH)	6 Channels
Fire Station 18 (FS 18)	6 Channels
Fire Station 71 (FS 71) / Eureka	5 Channels
Fire Station 72 (FS 72) / Florida City	5 Channels
PortMiami (PORT)	9 Channels
Homestead Air Reserve Base	6 Channels

In addition to the six (6) new UHF Transmit sites, Motorola Solutions shall provide the following additional improvements to the existing forty-nine (49) UHF Radio sites:

- Equipment Shelters.
- Uninterruptible Power Supply (UPS) Replacements.
- 48v DC Back-up Power Supply Upgrades.
- New Generators and Additional Fuel Storage.
- HVAC Replacements.
- Microwave Expansion for Radio Site Connectivity.
- Antenna Replacements.
- West Channel Coverage Expansion.

Table 2-2 below matrix provides a summary of what is being upgraded at each existing UHF Radio Site and includes what is going into each of the six (6) new UHF Radio Sites:

Table 2-2: MDFR CIIP matrix.

Sites	Tower	Transmit Equipment	Equipment Shelter	UPS	48v DC	Generator	HVAC	Microwave	Additional Fuel Storage	Antennas	Vislink	West Channel
ACDY												
AQU				•						•	•	
Aventura		•			•			•		•		
BMH				•								•
CAB										•		
CGFS3										•		•
CT										•		
EWT										•		
FHP				•						•		•
FIU				•						•		
FS 04										•		•
FS 09			•		•	•	•		•	•		
FS 18	•	•	•		•	•	•		•	•		
FS 36					•		•		•	•		
FS 37				•			•		•	•		
FS 51			•									
FS 54					•	•			•	•		
FS 55										•		•
FS 68				•			•			•		
FS 69										•		
FS 71	•	•	•		•	•	•	•	•	•		
FS 72	•	•	•		•	•	•	•	•	•		
FS 75								•				
HARB		•		•		•		•		•		
HH			•		•					•		
HPD				•						•		
HRT				•						•		•
HMS					•						•	
HWT				•						•		•
IC				•				•		•		

Sites	Tower	Transmit Equipment	Equipment Shelter	UPS	48v DC	Generator	HVAC	Microwave	Additional Fuel Storage	Antennas	Vislink	West Channel
INT				•						•		
JMH										•	•	
JRS												
K&B			•		•	•	•	•	•	•		
KEY				•								•
MDY				•			•		•	•		
MET				•						•	•	•
MIA										•		
MICC				•				•		•	•	
OKEE												
OPF												
PFPL				•						•		•
PGH				•						•	•	
PortMiami		•	•		•		•			•		
PRYD				•						•		
PSN				•						•		
PT				•			•			•		
PVP										•		
RNAS				•						•		
ROB								•				
SDGC				•						•	•	•
SW					•	•	•		•	•		
T41				•						•		
TCC										•		
TG					•	•		•	•	•		
TGK					•		•			•		

2.1.2 ASTRO 25 RF Component Descriptions

Motorola Solutions shall provide all necessary components to meet the system design which shall include, at a minimum, the site equipment components, per site, as described in this section.

Aventura Hospital:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Six (6) GTR 8000 Base Radios & Simulcast Site Reference.
- Two (2) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- RX Antenna System added to Emergency Room area.
- One (1) SDM3000 RTU.
- Six (6) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48v DC Plant.

Fire Station 18:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Six (6) GTR 8000 Base Radios & Simulcast Site Reference.
- Two (2) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Six (6) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- New Communications Shelter & Generator.
- 199-foot Self-Supporting Tower.

Fire Station 71 (Eureka):

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Five (5) GTR 8000 Base Radios & Simulcast Site Reference.
- Two (2) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Five (5) MLC 8000s.

- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- New Communications Shelter & Generator.
- 199-foot Self-Supporting Tower.

Fire Station 72 (Florida City):

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Five (5) GTR 8000 Base Radios & Simulcast Site Reference.
- Two (2) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Five (5) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- New Communications Shelter & Generator.
- 199-foot Self-Supporting Tower.

PortMiami:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Nine (9) GTR 8000 Base Radios & Simulcast Site Reference.
- Four (4) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression,
- One (1) RX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression,
- One (1) SDM3000 RTU.
- Nine (9) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Fiber Backhaul provided by MDFR.
- 48 VDC Plant.
- New Communications Shelter.

Homestead Air Reserve Base:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Five (5) GTR 8000 Base Radios & Simulcast Site Reference.
- Two (2) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge & Suppression
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, & Surge Suppression
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Five (5) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- UPS.

2.1.2.1 MOSCAD MATRIX

Motorola Solutions shall provide alarms that will be enabled for the new UHF Radio Sites as shown in the below matrix in Figure 2-1

		MOSCAD Site Matrix																
		(1) All SDM have the same universal layout, whether or not the alarm exists at a site (2) If an alarm doesn't exist at a site it doesn't show in Moscad (Example a building will not have tower lights DI 12 and will have any connections to the punch block) (3) All existing sites do NOT have LX plants so there will need to be a 2nd universal lay out for the SDMs- at DC plan sites (Not Listed) (4) A red 1 indicates if the alarm will be present assuming equipment has the alarm capability																
Site	UPS Or DC	UP Fail 1S	UPS Run 1	UPS Alarm 1	UPS Low Battery 1	Main PWR - Surge Prot Fail	Main Power Failure	Room Temp High (30° NC)	Main Door Intrusion	2nd Door Intrusion	High Humidity (80)	Smoke/Carbon Monoxide Detector	Tower Light Fail Alarm	Generator Fail	Generator Run	Generator Summary Alarm	Fuel High/Low Tank 1	
		DI 1	DI 2	DI 3	DI 4	DI 5	DI 6	DI 7	DI 8	DI 9	DI 10	DI 11	DI 12	DI 13	DI 14	DI 15	DI 16	DI 17
FS16	DC					1	1	1	1		1	1		1				1
FS71	DC					1	1	1	1		1	1		1				1
FS72	DC					1	1	1	1		1	1		1				1
PortMiami	DC					1	1	1	1		1	1		1				1
HAFB	AC	1	1	1	1	1	1	1	1		1	1		1				1
Aventura	DC					1	1	1	1		1	1		1				1

Site	UPS Or DC	Fuel High/Low Tank 2	Generator in Service Mode (ret/Alert)	UPS Fail 2	UPS Run 2	UPS Alarm 2	UPS Low Battery 2	Fire Suppr Activation	Fire Suppr Trouble	1-Air Conditioner Failure	1-Air Conditioner Running	2-Air Conditioner Failure	2-Air Conditioner Running	3-Air Conditioner Failure	3-Air Conditioner Running	4-Air Conditioner Failure	4-Air Conditioner Running	Knox Open
		DI 18	DI 19	DI 20	DI 21	DI 22	DI 23	DI 24	DI 25	DI 26	DI 27	DI 28	DI 29	DI 30	DI 31	DI 32	DI 33	DI 34
FS16	DC		1							1	1	1	1	1	1	1	1	1
FS71	DC		1							1	1	1	1	1	1	1	1	1
FS72	DC		1							1	1	1	1	1	1	1	1	1
PortMiami	DC									1	1	1	1	1	1	1	1	1
HAFB	AC									1	1	1	1	1	1	1	1	1
Aventura	DC									1	1	1	1	1	1	1	1	1

Site	UPS Or DC	Knox Tamper	Gen Surge Fail	ATS POWER NORMAL	ATS POWER TRANSFERRED	Multi coppler Fail	Multi coppler Alarm	ASM RX Power	ASM TX Power	ASM Summary	ASM VSWR	Gen Run/Stop	ATS XFER	Fuel Level 1	Fuel Level 2	Total Devices
		DI 35	DI 36	DI 37	DI 38	DI 39	DI 40	DI 41	DI 42	DI 43	DI 44	DI 45	DI 46	AI 2	AI 3	AI 4
FS16	DC	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FS71	DC	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FS72	DC	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
PortMiami	DC	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
HAFB	AC	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Aventura	DC	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Figure 2-1: MOSCAD Alarm matrix for new sites.

The Nokia 7705 SAR-8 is comprised of the components shown in Table 2-3.

Table 2-3: Nokia 7705 SAR-8 components.

Component	Model
Chassis	SAR-8 V2
Redundant control switch modules	CSM-V2
Six 10/100 RJ45 ports and two GigE SFP ports	A8-ethv2
Fan Module for SAR-8 shelf V2 Ext. Temp (-48VDC)	FAN

The new sites are equipped with “Layout 1” shown below in Figure 2-2.

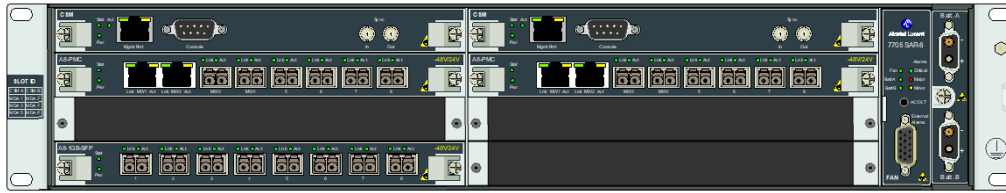


Figure 2-2: Nokia 7705 SAR-8

The connection between the Microwave/Carrier and 7705 SAR-8 will be GigE and use a fiber optic cable. The mode of the fiber optic will be determined by the interface of the provider. This connection will be rate limited (matching the available bandwidth) to ensure the Microwave/Carrier buffer is not overwhelmed.

Table 2-4: Various connection types.

Connection Type	Physical Media	Fiber Mode	Rate Limit	Port ID
Microwave (Ring)	SFP Module	SM 10Km	75Mbps	1/1/4 - CW 1/2/4 - CCW
Microwave (Spur)	SFP Module	SM 10Km	TBD	1/1/[3-4] 1/2/[3-4]
ASE Circuit ¹	SFP Module	SM 10Km	TBD	1/5/1
LTE Circuit ¹	SFP Module (RJ45)	-	TBD	1/5/2
MetroNet ¹	SFP Module	SM 10Km	TBD	1/5/3
Carrier Circuit ¹	SFP Module	SM 10Km	TBD	1/5/4
Other	SFP Module	TBD	TBD	1/5/[5-6]
ASM	SFP Module	RJ45	TBD	1/5/7
MDFR 10.18	SFP Module	RJ45	TBD	1/5/8

The SFP modules will be populated as per direction of MDFR at the time of order.

The system will monitor the functionality of the antenna systems at each of the following sites in Table 2-5 below.

Table 2-5: Antenna System Monitoring Sites

Site	Site Name
1	Aventura Hospital
2	Fire Station 18
3	Fire Station 71 (Eureka)
4	Fire Station 72 (Florida City)
5	PortMiami
6	Homestead Air Reserve Base

2.1.2.2 DC Power Plant

Motorola Solutions shall install a DC power plant at sites as set forth herein.

- The Trilogy-S has eight (8) rectifier positions and is rated at 300 amps using a 2000W/40A rectifier.
- Each pair of rectifiers will be fed from a 30A, 2-pole circuit breaker, from a 208/240VAC source.
- There are 20 load breaker positions, rated to 100A / position.
- The Smartpack-S controller manages all monitoring and control of the battery plant.
- The 6RU Trilogy system is mounted in a 23" x 7' two post relay rack, equipped with battery racks to hold the 48V battery strings.
- Where necessary, a second 23" x 7' rack is used to house additional battery strings.
 - Sites have from 2 – 5 battery strings.
 - The Enersys SBS-XL battery product is used.
 - ◆ VRLA battery technology.
 - ◆ 20-year Design Life battery comprised of 12-volt battery packs.
 - ◆ Each 48V string (4 batteries) takes 8 RU in the power rack (or expansion rack where needed).

2.1.2.3 Antennas

Motorola Solutions shall replace antennas at identified existing radio system sites and will equip those sites with Alive Metal Dipole Antennas (ATC-GD4V8O) for the UHF Frequency Band. Sites that have been identified to change to the metal dipole antennas shall be provided heavier duty, multi-point mounting hardware for top and bottom mounting on towers and other sites where possible. New sites shall also be equipped with the Alive Metal Dipole Antennas (ATC-GD4V8O). When Motorola Solutions and the County mutually agree that sites will not permit Alive Metal Dipole antennas, Motorola Solutions shall install, as an alternative, RFI Fiberglass antennas.

2.2 CIIP MICROWAVE

2.2.1 System Summary

With the addition of new RF sites to the UHF Radio System, Motorola Solutions shall also provide new microwave paths for connectivity at the new sites as well as improved connectivity and system redundancy for the existing sites. A total of 8 new individual paths are shown in the topology below. The K&B to FS71 to TG is replacing a core tri-channel link from K&B to TG in the OC3/MPLS ring. The TG to MIC hop is proposed as a single MPLS channel (OC3 not included). Each microwave hop is designed as 30 MHz/128QAM with a link capacity of 155Mbps. The design includes, four (4) 6 GHz MHSB, two (2) 6 GHz MHSB/SD and one (1) 11 GHz MHSB hops with the traffic being all Ethernet. Each site will be evaluated on a case-by-case basis to determine if there is enough room to utilize existing racks wherever possible. In cases where there is not enough existing rack space, those sites will get a new equipment rack. Any sites that require a new rack will be included as part of the project. There will be no additional charge to MDFR. Each site will be provisioned with new IRU600v4 microwave radio, INUe with supporting modem cards (RAC 70 card or XPIC equivalent), Ethernet cards (DAC GE3) with local open port, and AUX cards modules as well as antennas, waveguide, dehydrators, batteries, and chargers for the microwave equipment. Motorola Solutions and Aviat

shall make a best effort to avoid reducing power on existing paths to accommodate the proposed new paths, however, the actual transmit power is a function of the coordination process performed by Comsearch.

2.2.1.1 Microwave Path Calculations

Preliminary Path Loss and Fade Margin Calculations are provided as part of the documentation for the Microwave links. The Vigants 1975 reliability models have been used. The paths, individually, meet or exceed 99.999% annual 2-way reliability with RX threshold of BER=10⁻⁶ with a flat fade margin of at least 40dB. However, after post PCN (Prior Coordination Notice) all paths must meet their individual path objectives +/- 2dB assuming no external interference. The path calculations are based on the data provided and radio guaranteed specifications.

The paths have been designed utilizing UXA6-U57AC and UXA4-U57AC (Ultra-High-Performance Dual-Polarization Antennas). Deploying Dual-Polarization antennas allows flexibility to deploy both vertical and horizontally polarized channels based on the results of frequency coordination and offers excellent sidelobe suppression to help mitigate interference. The UXA6 series of antennas offers high XPD (Cross Polarization Discrimination) of 40 dB and with the high wind kit can support windspeeds up to 155 mph. Additionally, all mounts must have stiff-armed on the inner and outer rings. Preliminary Path Profiles are generated using "National Elevation Dataset (NED) 10m" Terrain Database and "National Land Cover Database (NLCD)", provided for reference. 98ft high trees assumed for evergreen forest /area. New antenna centerlines are derived based on the path clearance criteria: a) 100%F1 @ K=1.33 b) F1 @ k=0.4 for main path, and 60%F1 @ K=1.33 for diversity path where applicable. Please refer to the preliminary Path Calculations and Profiles for details.

The design and implementation of each microwave hop to meet performance objectives, typically specified as "X-9's availability". As an example, a hop designed to achieve 99.9990% availability (5-9's) will average 315 seconds (or less) of downtime per year over a ~10 year period. A hop designed to achieve 99.9991% availability will average 284 seconds (or less) of downtime per year over a ~10-year period. The current MDFR availability requirement per hop is 99.999%. This is the default standard availability for public safety microwave hops. Increasing availability typically requires introduction of larger parabolic antennas.

Field path surveys are performed to ensure the microwave path does not have obstructions or other geographic attributes that might compromise the quality of the RF transmission. With a field path survey completed, we will know if our initial design will meet the required performance objective, barring any unknown interference.

It is common for Motorola Solution's modeling (post field path survey) to predict performance/availability slightly higher than the contractually required value. Microwave transmission is not an exact science. With constantly evolving real-world conditions, any additionally predicted availability is viewed as insurance that the hop will perform very well for many years to come.

The paths are designed making every effort to achieve 40dB fade margin. Achieving this is dependent upon the frequency coordination and licensing as well as there being no known/unknown external interference cases. Non-XPIC hops will still be designed to achieve 5 9's availability. Due to frequency congestion, we may be forced to use XPIC on some number of new hops which may or may not impact the XPIC path reliability.

If an existing tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system shall be negotiated as an amendment to this Agreement between Motorola Solutions and the County. The system design and associated RF

frequency plan as proposed is preliminary, subject to path survey verification, frequency coordination / FCC licensing and final path engineering results.

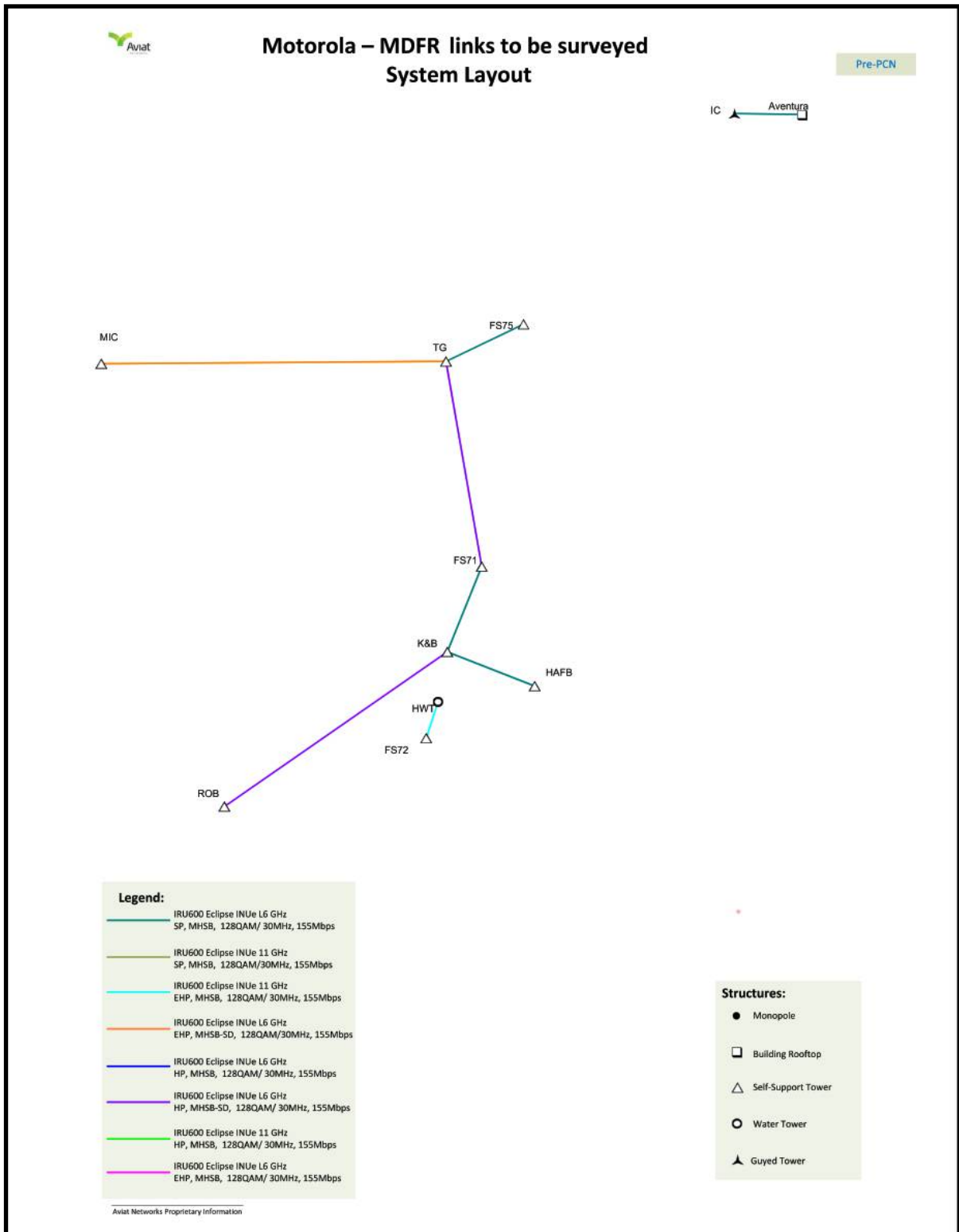


Figure 2-3: New Microwave Paths

2.3 TOWERS FOR FS18, FS71 & FS72

The antennas, microwave dishes and other associated equipment for the new UHF transmit sites at Fire Stations 18, 71 and 72 will be 199-foot Self-supporting Lattice Towers which shall have a crown at the top like the tower design and FS75 and shall be designed, at a minimum, to support the below equipment mounted on the tower.

DESIGNED APPURTENANCE LOADING			
TYPE	ELEVATION	TYPE	ELEVATION
Beacon	199	(2) 2" x 96" Sch. 40	180
Beacon	199	SP1 VFA12-HD	180
Beacon Extender (6" x 336" Sch. 40)	199	SP1 VFA12-HD	180
Beacon Extender (6" x 336" Sch. 40)	199	SP1 VFA12-HD	180
21' LRE with 7'-6" lightning rod (arm=11.5')	199	SP1 R5 (Includes 4.5"x72" Pipe)	155
BMR12	199	2-1/2" x 7' Sch. 40	155
BMR12	199	UHX8-U57AC	155
Alive Telecommunications ATC-GD4V8O	199	SP1 R5 (Includes 4.5"x72" Pipe)	150
Alive Telecommunications ATC-GP1V4CD7	199	2-1/2" x 7' Sch. 40	150
		UHX8-U57AC	150
TTA (12"x12"x8")	199	SP1 R5 (Includes 4.5"x72" Pipe)	120
TTA (12"x12"x8")	199	SP1 R5 (Includes 4.5"x72" Pipe)	120
13' Pirod LP Platform	199	2-1/2" x 10' Sch. 40	120
(2) 2" x 96" Sch. 40	199	2-1/2" x 10' Sch. 40	120
(2) 2" x 96" Sch. 40	199	UXA6-W57AC	120
(2) 2" x 96" Sch. 40	199	UXA6-W57AC	120
Alive Telecommunications ATC-GD4V8O	180	SP1 VFA12-HD	110
Alive Telecommunications ATC-GD4V8O	180	(4) PANEL (8' X 1' X 4")	110
Alive Telecommunications ATC-GD4V8O	180	(4) 2" x 96" Sch. 40	110
Alive Telecommunications ATC-GP1V4CD7	180	SP1 VFA12-HD	110
		(4) PANEL (8' X 1' X 4")	110
BMR12	180	(4) PANEL (8' X 1' X 4")	110
BMR12	180	(4) PANEL (8' X 1' X 4")	110
(2) 2" x 96" Sch. 40	180	(4) 2" x 96" Sch. 40	110
(2) 2" x 96" Sch. 40	180	(4) 2" x 96" Sch. 40	110
(2) 2" x 96" Sch. 40	180	SP1 VFA12-HD	110

Figure 2-4: Tower designed appurtenance loading table.

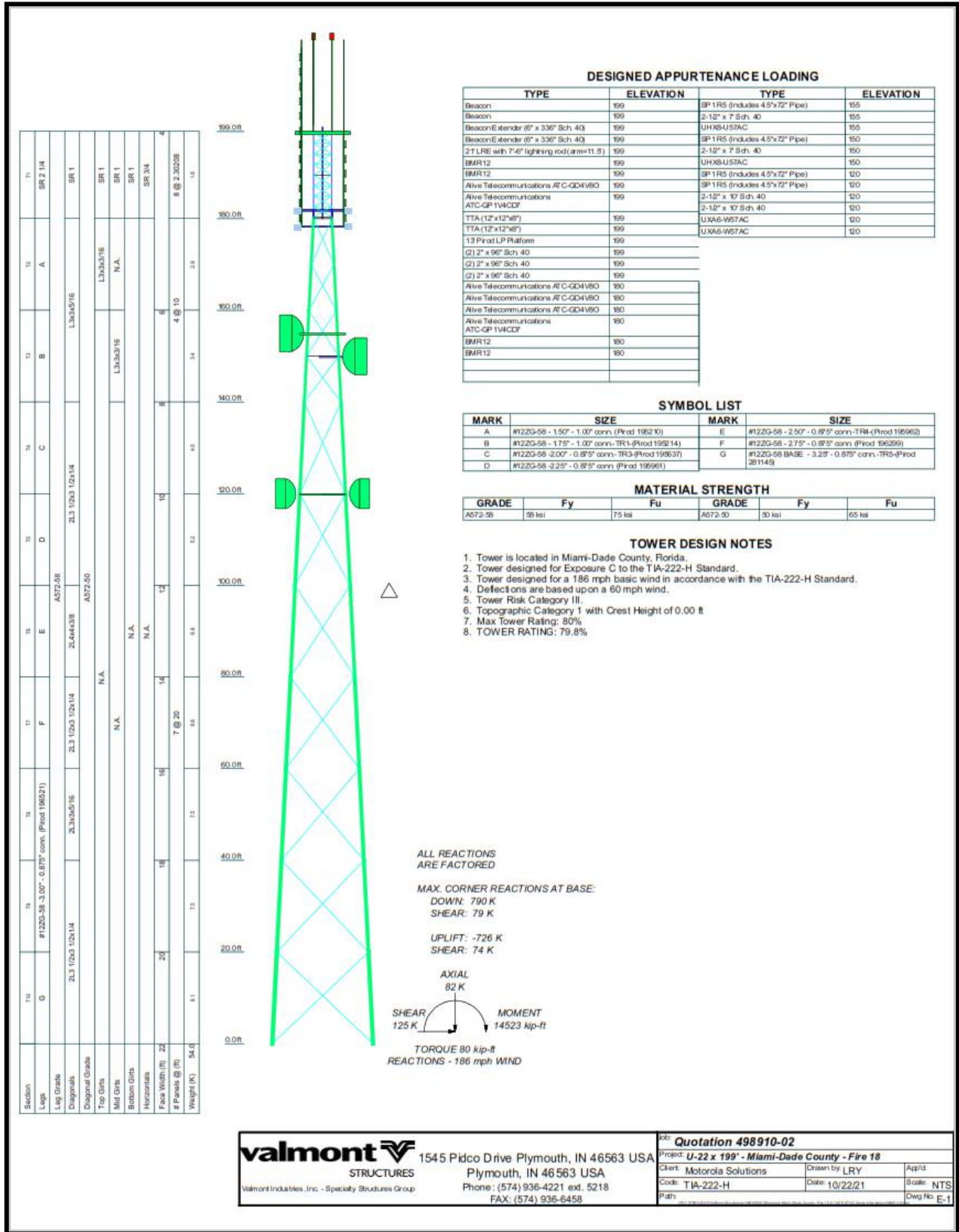


Figure 2-20: Valmont 199-foot Tower

2.4 PORTMIAMI SHELTER

A PEPRO Shelter shall be provided by Motorola Solutions for the PortMiami site to house the site equipment. The shelter will be situated on the top of the Parking Garage across from the Royal Caribbean offices.



Figure 2-5: Aerial view of Port parking garage

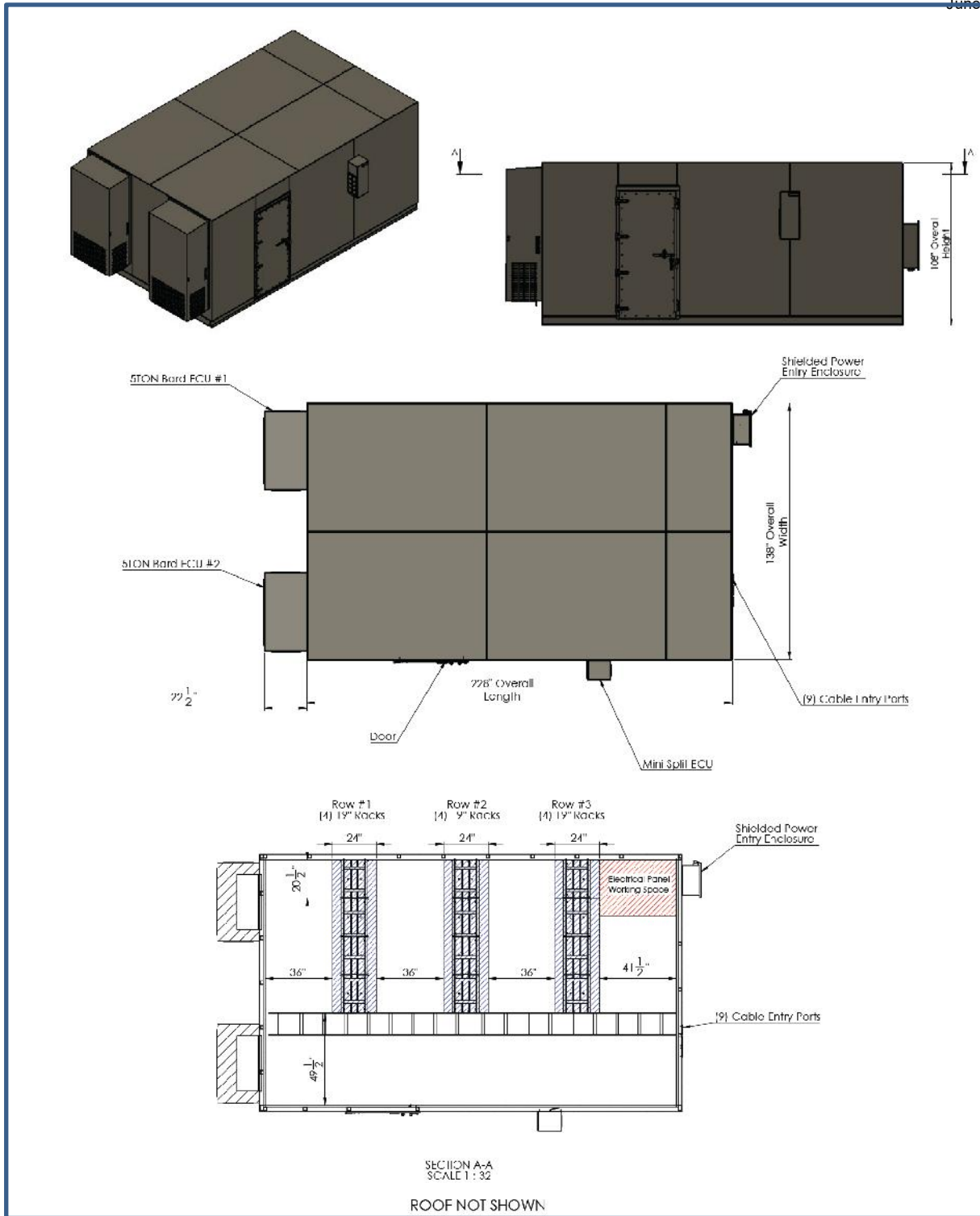


Figure 2-6: PEPRO Shelter renderings and drawing

Enclosure Wgt:	TBD
Codes:	ASCE 7-16 IBC 2018 NEC 2020
A. Protection Shelter:	
All PEPRO shelters feature our Faraday Cage Technology. This product is covered under patents #5,749,178 - #7,046,621 - #7,385,147.	
Technical Specifications Independent Laboratory-Tested Protection Levels: RFI: 79dB rating from 20MHz to 3.25 GHz. EMI: 40dB Magnetic Field Lightning: 1,500,000 Volts- 80,000 Amps Direct strike on enclosure with less than 1 micro-joule penetration inside.	
B. Uni-Body Aluminum Enclosure:	
Material:	
- Wall, Roof & Floor Sheathing:	3/16" Aluminum- 6052
- Wall & Roof Studs:	3x2x0.25 Aluminum Tube- 6061
- Floor Supports:	C6x4.48 Aluminum Channel- 6051
Specifications:	
- Roof Loading:	200 psf
- Floor Loading:	400 psf
C. Finish:	
Exterior:	
- All outside surfaces:	UV resistant Primer & Paint
Interior:	
- Walls & Ceiling:	1/16" FRP Paneling
- Floor:	1/2" Interlocking Rubber Mat
- Trim:	1"x1x0.06 Aluminum Angle
Insulation:	
- Walls & Ceiling:	R-20 Foil faced Foam Board Insulation
D. Door & Openings	
Door:	
- 36" x 80" - 3/16" Aluminum- 6052, R-13 Insulation, Adjustable and Lockable Bar Lock	
Cable Entry:	
- (9) 3 1/2" Cable Entry Ports that fit PEPRO Shielding Cable Entry Glands and/or PEPRO Telecom Entry Box.	
Shielded Gland:	
- (6) Cable Entry Glands	
E. Electrical	
Power Service:	
- MU-80 shielded Power Entry Enclosure w/ (4) 200Amp Filters	
Load Center:	
- 200 Amp 42 Space, 3 Phase, 208/120VAC	
Surge Suppression:	
- (1) Raycap Surge Blox R-55 Surge Suppressor	
Alternate Power:	
- none	
Transfer Switch:	
- none	
Receptacles:	
- (4) 120VAC Duplex Receptacles	
- (10) 208VAC Outlets	
Lighting:	
- (8) 120VAC LED Interior lights	
Smoke Detector:	
- Provided	
F. Heating/Ventilation	
- (2) E-TON Band ECU units	
- (1) Load Lag Controller	
- (1) Mini Split ECU unit	
H. Grounding	
- PEPRO's Faraday Cage design	

Figure 2-7: PEPRO Shelter specs

2.5 APX NEXT RADIO EQUIPMENT & SMART SERVICES

2.5.1 Smart Radio Equipment

Motorola Solutions shall provide the Motorola APX NEXT XE Fire Portables, APX 8500 Mobiles, APX Consolettes, Sierra Wireless XR80 Routers and accessories listed in section 6.1.

2.6 SMART APPLICATION SERVICES

The following Smart Services are included for APX NEXT Portables:

- SmartLocate with CommandCentral Aware
- SmartMapping
- SmartProgramming
- SmartMessaging
- SmartConnect

CommandCentral Aware is also compatible with Microsoft Active Directory and Active Directory File System (ADFS).

The retention period for location data in CommandCentral Aware mapping is configurable via the CommandCentral Admin tool. CommandCentral Aware can be configured to store up to 12 weeks of location data or can be configured not to store any data at all. The retention time is configurable and can also be set to 9 weeks to match what MDPD Police currently uses on its AVL System. The CommandCentral Aware historic map can be exported into a KMZ file for use in GoogleEarth. There is no limit to the amount of data stored nor is there a charge for the retrieval of data.

2.6.1 Secondary SmartConnect Fallback

In addition to having SmartConnect to extend coverage with the Fire UHF Radio System, Motorola shall host a set of backup channels in the SmartConnect cloud for MDFR. This will provide a fallback set of channels that MDFR could revert to in the event that the Motorola ASTRO Core at MDFR Headquarters is not available. In the event this were to happen, this would enable MDFR to revert to a secondary set of SmartConnect channels and maintain communications.

2.6.2 SmartLocate with CommandCentral Aware

CommandCentral Aware is also compatible with Microsoft Active Directory.

The retention period for location data in CommandCentral Aware mapping is configurable via the CommandCentral Admin tool. CommandCentral Aware can be configured to store up to 12 weeks of location data or can be configured not to store any data at all. The retention time is configurable and can also be set to 9 weeks to match what Miami-Dade Fire Rescue currently uses on its AVL System. The CommandCentral Aware historic map can be exported into a KMZ file for use in GoogleEarth. There is no limit to the amount of data stored nor is there a charge for the retrieval of data.

SmartMessaging retention period can be configured in increments of weeks to a maximum of 12 weeks. There is no limit to the amount of data stored nor is there a charge for the retrieval of data.

2.6.3 APX NEXT CAD Interface

The APX NEXT CAD Interface is a vendor agnostic CAD interface for APX NEXT to bring in real-time message to the APX NEXT platform including but not limited to:

- Providing Incident Information such as incident number, location, hazards, nature of call, incident updates and associated multi-media.
- Bi-directional communications which allow the officer to provide updates to the dispatcher such as status updates and emergency notifications.
- Notification to the dispatcher when the Emergency Button is activated.
- Personnel level tracking to CAD, with configurable location updates (dynamic location updates).

The APX NEXT CAD Interface functionality detailed above shall be available per Section 2.6.6. Motorola shall provide either an API or an SDK to Miami-Dade allowing Miami-Dade to share with any CAD vendor for integration with APX NEXT portables. The API document or SDK shall be made available to the agency either via a pdf document or with the SDK placed in escrow. As Motorola develops the solution for the APX NEXT CAD Interface, Miami-Dade shall be included in discussions to help validate the solution.

Motorola Solutions acknowledges that MDFR requires the capability to interoperate between Motorola PremierOne CAD (utilized by MDPD) and its future CAD and CAD Data Exchange Hub (DEH). The CAD to CAD Interface & DEH interface solutions will allow integration between Miami-Dade Police Department and the selected CAD for MDFR. The DEH interface will allow additional agencies to interface these CAD solutions, regardless of vendor. This bidirectional exchange of information will provide first responders with the ability to share information and data in a reliable and secure manner to save lives, preserve property, and ensure that proper communications systems and processes are available on demand to support organized emergency response. Motorola Solutions shall provide these interfaces, at the request of the County for an additional payment of \$100,000 each.

2.6.4 Home Channel Functionality & Control Lock

Home Channel Functionality

Motorola Solutions acknowledges that MDFR requires the capability to configure the APX NEXT with the "Home Channel" function to be able to remove the Home Channel soft button on the touchscreen display in the programming software due to users frequently hitting the soft Home Channel button and inadvertently changing channels. MDFR also requires the ability to assign the radio's purple side button to be the shortcut to the "Home Channel" button and have the channel locked via the programming software so that it cannot be changed by an end-user. Motorola shall provide this functionality as set forth in Section 2.6.6.

Control Lock Capability

Motorola Solutions acknowledges that MDFR requires the ability to lock all buttons and switches including the side buttons with the A/B/C switch. Motorola Solutions represents and warrants that this functionality is available in the APX NEXT R04.22.00 Software Release which will be provided to the County as set forth in Section 2.6.6.

2.6.5 CommandCentral Device Login Feature

Motorola Solutions acknowledges that MDRFR requires the ability to remotely log in/out the APX NEXT devices into CommandCentral without the need for end-users to enter an email username and password and prevent the end-users from having the ability to log in/out from the radio. Motorola Solutions represents and warrants that these features will be provided to the County as set forth in Section 2.6.6.

2.6.6 Future Feature Availability

- Home Channel Functionality & Control Lock – available in 2023
- APX NEXT CAD Interface – available in 2024
- CommandCentral Device Login Feature – available in 2024

2.6.7 Parts & Support

Motorola Solutions shall support APX NEXT with the necessary parts, accessories, and firmware updates (with security updates as necessary) for a period of 5 years after product cancellation to maintain the UL Rated* Ensemble (Radio / Battery / Antenna / Speaker Mic).

**UL to non-incendive standards: UL 121201 and CAN/CSA C22.2 No. 213-17 as safe for use in Class I, Division 2, Groups A, B, C, D; Class II, Division 2, Groups F, G; Class III Hazardous Locations) for the life of the product.*

2.6.8 APX NEXT Firmware / Security Updates

APX NEXT utilizes TLS v1.2 for all Network Layer connections. Data is encrypted with FIPS 140-2 validated cryptography. Motorola continually evaluates the latest standards in data security with respect to cloud data services and upgrades our solution as appropriate.

2.7 DEVICE EQUIPMENT LISTS

2.7.1 Hand-Held / Portables

APX NEXT XE Portables	Qty.
All-Band Portable APXNEXT XE Portable (7/800 / UHF / VHF)	1360
<i>P25 Trunking Phase 1 / Phase 2</i>	1360
<i>Radio Authentication</i>	1360
<i>AES / DES Encryption</i>	1360
<i>Over-the-Air Rekeying (OTAR)</i>	1360
<i>ViQi Voice Control</i>	1360
<i>SmartConnect (Yr. 1)</i>	1360
<i>SmartLocate (Yr. 1)</i>	1360
<i>SmartMapping (Yr. 1)</i>	1360
<i>Smart Messaging (Yr. 1)</i>	1360
<i>SmartProgramming (Yr. 1)</i>	1360
<i>High-Capacity UL Div. 2 Battery (5650 mAh)</i>	1360
<i>Antenna</i>	1360
Spare High-Capacity UL Div. 2 Battery (5650 mAh)	1360
XVE500 Remote Speaker Mic	1360
APXNEXT IMPRES Single Unit Charger	400
APX to APXNEXT Multi-Unit Charger Conversion Kits (6 APXNEXT Inserts / Kit)	25
APXNEXT IMPRES Multi-Unit Charger	175
Included Future Features:	-
<i>Multi-System Over-the-Air Rekeying (OTAR)</i>	-
Optional Future Smart Services requiring an annual subscription:	-
<i>Future APX NEXT CAD Interface Smart Service</i>	-

* Future feature availability per Section 2.6.6.

2.7.2 Multi-Band Mobiles

APX8500 Mobiles	Qty.
All-Band Mobile (7/800 / UHF / VHF)	130
<i>P25 Trunking Phase 1 / Phase 2</i>	130
<i>Radio Authentication</i>	130
<i>AES / DES Encryption</i>	130
<i>Over-the-Air Rekeying (OTAR)</i>	130
<i>Multi-System OTAR</i>	130
<i>SmartProgramming (Yr. 1)</i>	130
<i>SmartConnect (Yr. 1)</i>	130
<i>No Control Head</i>	130
<i>Multi-Band Antenna</i>	130

2.7.3 Single-Band Mobiles

APX8500 Mobiles	Qty.
All-Band Mobile (UHF)	60
<i>P25 Trunking Phase 1 / Phase 2</i>	60
<i>SmartProgramming (Yr. 1)</i>	60
<i>SmartConnect (Yr. 1)</i>	60
<i>Remote Mount Control Head</i>	60
<i>Multi-Band Antenna</i>	60

2.7.4 Multi-Band Dual Control Head Mobiles

APX8500 Mobiles	Qty.
All-Band Mobile (7/800 / UHF / VHF)	8
<i>P25 Trunking Phase 1 / Phase 2</i>	8
<i>Radio Authentication</i>	8
<i>AES / DES Encryption</i>	8
<i>Over-the-Air Rekeying (OTAR)</i>	8
<i>Multi-System OTAR</i>	8
<i>SmartProgramming (Yr. 1)</i>	8
<i>SmartConnect (Yr. 1)</i>	8
<i>Dual Control Head Configuration</i>	8
<i>Multi-Band Antenna</i>	8

2.7.5 Mobile Upgrades

Existing APX8500 Hardware & Software Upgrades	Qty.
Ethernet Faceplate Conversion Kits / LTE Modem Wired Connection	200
SmartConnect & Encryption Upgrades	200
<i>AES Encryption / Multi-System OTAR</i>	200
<i>SmartConnect / Wi-Fi / Data Modem Tethering</i>	200

2.7.6 XR80 Vehicular Routers

Sierra Wireless XR80	Qty.
Sierra Wireless XR80 DC & WiFi	198
10-in-1 Antenna (4X5G/LTE, GNSS, 5XWiFi 2.4/5GHz, Bolt Mount, 5m, Black)	198
Airlink Complete Management & Support - 5 Years	198
Client License for Gateway	198
5 Year Annual Maintenance & Support ACM Client	198

* MDRF will be providing SIM cards / cellular service for any LTE routers/modems.

SECTION 3

SERVICE PACKAGE STATEMENT OF WORK

As it relates to this Service Package Statement of Work (SOW), Motorola Solutions shall provide all services identified as Motorola Solutions Responsibilities. At the discretion of MDFR, MDFR Responsibilities can be fulfilled by assigned Motorola Solutions technicians.

3.1.1 Hardware Repair

3.1.1.1 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device. Motorola Solutions shall determine whether a malfunctioning device shall be repaired or replaced.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from MDFR's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

3.1.1.2 County Responsibilities

- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
 - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that MDFR wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and MDFR has loaded information for that device to Motorola Solutions' cloud environment, MDFR will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

3.1.1.3 Limitations and Exclusions

MDFR will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will

notify MDFR and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to MDFR's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
 - Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
 - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
 - If the MDFR fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

3.1.1.4 Accidental Damage

Motorola Solutions shall provide Accidental Damage repair coverage for internal and external device components damaged due to accidents or that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions hardware purchase. This offer reduces unexpected expenses relating to the repair of the device.

Accidental Damage coverage includes all Hardware Repair services, and expands coverage to include Accidental Damage. Examples of items included under Accidental Damage Coverage are:

- Electrical repair for components that are not working in accordance with published specifications
- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and MDFR will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match MDFR's firmware version. MDFR may need to downgrade the firmware on the replacement device.

3.1.1.4.1 Added Motorola Solutions Responsibilities for Accidental Damage

- Repair or replace accidentally damaged device. Motorola Solutions shall determine whether an accidentally damaged device shall be repaired or replaced.

3.1.1.4.2 Limitations and Exclusions

In addition to applicable Limitations and Exclusions for Hardware Repair, Accidental Damage limits or excludes the following:

- There is a limit of one device repair per device/per contract year with Accidental Damage coverage. This exclusion does not apply to repairs to malfunctioning components. Motorola Solutions will repair malfunctioning components covered by the standard Hardware Repair service as needed.
- Where ongoing "accidental damage" is reasonably deemed by Motorola Solutions to be excessive, systemic or the result of device mishandling, MDFR may be subject to an additional charge. Should the accidental damage continue unabated, MDFR will incur repair charges at Motorola Solutions' reasonable discretion and prevailing charges for devices reasonably deemed by Motorola Solutions to have been damaged through improper handling, carelessness, or reckless use.
- Accidental Damage is quoted on a per-unit basis, is prepaid, non-cancellable, and non-refundable for the purchased service term.

3.1.2 Device Technical Support

Motorola Solutions shall provide Device Technical Support service which provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, MDFR may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the MDFR's behalf.

3.1.2.1 Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log MDFR support requests, and assign a technical representative to respond to an incident per the defined timeframes.

3.1.2.2 MDFR Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve MDFR issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

3.1.2.3 Limitations and Exclusions

- Device support does not include Land Mobile Radio (“LMR”) network, Wi-Fi, and LTE network troubleshooting.

3.1.3 Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. Motorola Solutions shall provide the County with software maintenance, which includes firmware releases and “future-proof” of products and services purchased herein.

3.1.3.1 Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates via the RadioCentral cloud server. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through RadioCentral.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

3.1.3.2 MDFR Responsibilities

- Periodically check MyView Portal for firmware update announcements.
- Request updated firmware versions for the radio fleet within the support window.

3.1.4 RadioCentral Access

Motorola Solutions shall provide the County with RadioCentral access to provide radio provisioning and programming capability with the convenience and security delivered by cloud hosting. Device information will be loaded into the Motorola Solutions-hosted database directly from the factory, and MDFR can use their own computer equipment to configure codeplugs before the device arrives. Software updates and device configuration changes can be set up

from anywhere with an Internet connection and pushed out through Wi-Fi or LTE (SmartProgramming) to keep devices up to date and officers in the field.

With DMS Advanced, MDFR can use RadioCentral's batching capabilities for efficient programming and easy fleet management.

Outside of pre-announced maintenance periods, RadioCentral will be available on a best effort 24/7 basis. Broadband network and cloud performance may reduce availability.

3.1.4.1 Motorola Solutions Responsibilities

- Host the RadioCentral server software in a secure cloud environment.
- Keep the RadioCentral server software up-to-date with all software and security patches.
- Keep the RadioCentral database backed up and restore backups, as needed.
- Populate the RadioCentral database with device serial numbers, model information, feature information, and default codeplugs.
- Provide access information (login information, IP addresses, and port numbers as needed), as well as current RadioCentral Client software downloads via MyView Portal.
- Ensure that RadioCentral is accessible to Wi-Fi and LTE connected devices.
- Provide a link between RadioCentral and MyView Portal.
- Monitor the status of the RadioCentral cloud platform.
- Notify MDFR via Remedy of any scheduled maintenance or other planned outages.
- Notify MDFR through Remedy and MyView Portal of any unplanned outages.
- Provide authorized administrator access to RadioCentral via a third-party identity management system.

3.1.4.2 MDFR Responsibilities

- Provide contact information, including email addresses, for the RadioCentral administrator.
- Provide contact information, including email addresses, for the radio provisioning agency or agencies.
- Administer provisioning agency RadioCentral accounts.
- Provide a Wi-Fi network with Internet access for device programming.
- Provide and maintain the required RadioCentral client computer(s).
- Provide internet access for the RadioCentral client computer.
- Maintain the configuration database.
- Program devices using RadioCentral as needed.

3.1.4.3 Limitations and Exclusions

- RadioCentral programming is limited to LTE and Wi-Fi programming only. Over-the-air programming (via the LMR system) and Bluetooth programming are not supported.

3.1.5 RadioCentral Technical Support

For RadioCentral Technical Support, Motorola Solutions shall respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, MDFR may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative shall log a technical request in Motorola Solutions Case Management System on the MDFR's behalf.

3.1.5.1 Motorola Solutions Responsibilities

- Monitor the status of the RadioCentral cloud platform.
- Notify MDRF of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to RadioCentral. MDRF Data may be accessed by Motorola Solutions employees residing outside of the MDRF's country for the sole purpose of providing such support.

3.1.5.2 MDRF Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve MDRF issues.
- Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.

3.1.5.3 Limitations and Exclusions

- Initial fleetmap template creation or consultation required to assemble a fleetmap strategy is excluded.
- Motorola Solutions Technical Support will not accept radio programming assistance calls. Support is limited to the correction of defects with the RadioCentral programming tool.

3.1.6 MyView Portal Access

Motorola Solutions shall provide MyView Portal access which provides tracking for the status of subscriptions and service contracts, including start and end dates. MyView Portal displays the serial number, configuration, and firmware versions of all the APX NEXT devices in MDRF's fleet. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

MDRF can also access fleet level reports, charts, and graphs that make it easy to spot fleet level trends and trends over time, improving the fleet management experience.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

3.1.6.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view MDRF's data.
- Provide MDRF with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest information.
- Establish and maintain connectivity between RadioCentral and MyView Portal.

3.1.6.2 MDRF Responsibilities

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.

- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

3.1.7 Device Management Training

Motorola Solutions shall also provide Device Management Training consisting of detailed instruction for radio technicians on how to use the RadioCentral programming tool and how to manage a fleet of devices and administer access to RadioCentral through MyView portal. Upon completing the training, participants will be able to provision and program their APX NEXT radio fleet with confidence. Training includes access to an online overview course, as well as a two-day instructor led workshop. Motorola will provide in-person / on-site training for the initial deployment. Motorola will also provide online training in perpetuity, available to as many Miami-Dade personnel as needed.

The instructor-led workshop can be delivered in three different ways:

- Virtually via web conferencing (1 seat).
- In person at a Motorola Solutions facility (1 seat).
- In person at MDFR's site (up to 12 seats).

3.1.7.1 Motorola Solutions Responsibilities

- Provide access to the online training class.
- Provide training material for class.
- Provide an instructor to lead the training workshop.

3.1.7.2 MDFR Responsibilities

- Provide PC and Internet connection to take the online training class.
- If MDFR training occurs at a Motorola Solutions facility, cover expenses for students to travel to a Motorola Solutions facility.

3.1.8 DMS Priority Levels

For RadioCentral cloud-based elements, the following Priority Levels and response times apply. Initial Technical Response is defined as acknowledgement to MDFR that an incident has occurred.

Description	Initial Technical Response Time
Critical P1	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> ▪ Greater than 25% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting more than 50% of devices. 	1 hour 24/7
High P2	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> ▪ Greater than 5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting more than 15% of devices. 	4 hours 24/7
Medium P3	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> ▪ Between 1-5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting LESS than 15% of devices. 	24 hours 8 x 5 business hours
Low P4	
Items include: <ul style="list-style-type: none"> ▪ Documentation questions. ▪ General informational questions. ▪ Other Investigations not marked as a higher priority level. 	7 business days
For issues deemed to be Critical P1, High P2, and Medium P3, MDFR will need to ensure contact is made with Motorola Solutions personnel via telephone. Communication via email, SMS or any web chat applications shall not be accepted as proof of notification given the delayed and non-guaranteed nature of the mode of communications. All emailed requests will be treated as Medium P3 incidents. The above Response Goals shall not be applicable during the occurrence of a Force Majeure event (e.g. acts of God, including earthquakes and floods).	

3.2 STATEMENT OF WORK FOR DEVICE MANAGEMENT SERVICES – ESSENTIAL

3.2.1 Overview

Motorola Solutions shall provide Device Management Services - Essential (“DMS Essential”) for APX™ subscriber radios with Subscriber Radio Technical Support and Hardware Repair services to the County.

As it relates to this Device Management Services - Essential Statement of Work, Motorola Solutions shall provide all services identified as Motorola Solutions Responsibilities. At the discretion of MDFR, MDFR Responsibilities can be fulfilled by assigned Motorola Solutions technicians.

3.2.2 Hardware Repair

3.2.2.1 Scope

Motorola Solutions shall provide Hardware Repair consisting of repair coverage for internal and external subscriber radio components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The subscriber radio will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original subscriber radio.

3.2.2.2 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device. Motorola Solutions shall determine whether a malfunctioning device shall be repaired or replaced.
- Complete repair or replacement with a turnaround time of four business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from MDFR’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

3.2.2.3 Limitations and Exclusions

- Replacement of consumable parts or accessories, as defined by product, including batteries, cables, antennas, and carrying cases.
- In the case of mobile radios, repair of a single mobile control head that is required for normal operation of the subscriber radio is included, provided the control head was supplied at the original point of purchase of the mobile radio.
- Repair of problems caused by:
 - Internal or external damage resulting from natural or manmade disasters, including fire, theft, and floods.

- Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
- Using the device outside of the product’s operational and environmental specifications, including improper handling, carelessness, or reckless use.
- Unauthorized alterations, attempted repair, repair by a third party.
- Non-remedial work, including administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, hardware or software products not specifically listed on the service order form are excluded from service.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or misuse of the device.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration, if not performed by Motorola Solutions and covered by Motorola Solutions’ services.
- Software Release updates.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
 - Repaired, tampered with, altered, or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
 - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
 - If MDFR fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.
- DMS Essential is quoted on a per-unit basis, is prepaid, non-cancellable and non-refundable for the purchased service term.

3.2.2.4 MDFR Responsibilities

- For non-contiguous renewals and services purchased separately from APX subscriber radios, MDFR must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate subscriber radio repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
 - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that MDFR wishes to destroy or retain prior to sending the device for repair.

3.2.3 Subscriber Radio Technical Support

3.2.3.1 Scope

Motorola Solutions shall provide Subscriber Radio Technical Support service consisting of telephone consultation for subscriber radio and accessory issues. Support shall be delivered through the Motorola Solutions Centralized Managed Support Operations (“CMSO”) organization by a staff of technical support specialists.

MDFR may contact the CMSO Call Management Center (800-MSI-HELP) at any time (24 hours a day / 7 days a week / 365 days per year) and a Motorola Solutions representative will log a technical request in the Case Management System on MDFR’s behalf. In addition, MDFR may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.

Motorola Solutions will then respond to MDFR case within two hours of case creation, during support hours. Support hours are 7am to 7pm CST, Monday through Friday, excluding US holidays.

3.2.3.2 Motorola Solutions Responsibilities

- Provide technical support for subscriber radios, assessing and troubleshooting reported issues.
- Receive and log MDFR support requests, and assign a technical representative to respond to a Case per the defined timeframes.

3.2.3.3 Limitations and Exclusions

- Land Mobile Radio (“LMR”) network, Wi-Fi, and LTE network troubleshooting.

3.2.3.4 MDFR Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve MDFR issues.
- Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.

3.2.4 MyView Portal Access

Motorola Solutions shall provide MyView Portal which is a tool available for MDFR to track order, RMA, and tech support ticket status, and serves as a consolidated download site for software and documentation.

3.2.4.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the MDFR’s data.
- Provide MyView Portal technical support to answer end user questions between the hours of 7am to 7pm CST Monday through Friday, excluding US holidays. In addition MDFR may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.
- Keep the site updated with the latest MDFR information.

- Motorola Solutions' Customer Support Manager ("CSM") will assist MDFR in establishing a MyView Portal account.

3.2.4.2 MDFR Responsibilities

- Create a MyView Portal account if MDFR does not have an existing account.
- During the DMS Essential onboarding process, provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Protect login information against unauthorized use.
- Work with Motorola Solutions' CSM to update information as needed.

SECTION 4

ASTRO 25 CONNECTIVITY SERVICE STATEMENT OF WORK

4.1 OVERVIEW

Motorola Solutions shall provide ASTRO® 25 Connectivity Service (“Service”) consisting of network backhaul to support MDFR’s mission-critical ASTRO 25 communications. The backhaul connection will link ASTRO 25 core sites with ASTRO 25 remote sites and hosted data centers. The Service will also enable connection of Motorola Solutions applications on the cloud. The ASTRO 25 Connectivity Service shall be a fully-managed end-to-end backhaul service.

Motorola Solutions shall provide and install equipment to support the Service, as described in Section 4.2.3: ASTRO 25 Connectivity Service Sites and Equipment. In addition to providing the backhaul equipment and installation services, Motorola Solutions shall maintain and manage network elements required to provide the Service (“Managed Elements”). Motorola Solutions shall provide these services as needed to meet Service Availability Goals described in this Statement of Work. Services in this Statement of Work are delivered by Motorola Solutions and its partners.

The ASTRO 25 Connectivity Service shall also enable SmartConnect on the Miami-Dade Fire Rescue ASTRO25 Core.

4.2 PRODUCT AND INSTALLATION

4.2.1 Scope

Motorola Solutions shall provide and manage connectivity service between the MDFR’s ASTRO 25 core sites and the ASTRO 25 remote sites, cloud data centers, or hosted data centers noted in Section 4.2.3: ASTRO 25 Connectivity Service Sites and Equipment.

4.2.2 Motorola Solutions Responsibilities

Motorola Solutions Shall fulfill the following responsibilities to provide the ASTRO 25 Connectivity Service:

- Provide Managed Elements noted in Section 4.2.3: ASTRO 25 Connectivity Service Sites and Equipment to establish connectivity between the MDFR provided equipment and wiring

for sites noted in the same table. Such Managed Elements are included in the pricing for equipment and installation and is determined by Motorola Solutions.

- Perform a site survey prior to installation to assess that all the conditions for a proper site installation can be met, including, but not limited to the presence of network facilities necessary to provide the necessary connectivity. Motorola Solutions will note any variations of the site that would affect the hardware specifications or estimated labor involved for a standard installation. If the site survey indicates a non-standard installation (for example, the need for construction of “last mile” network facilities), then a mutually-agreed change order may be required.
- Install equipment supplied by Motorola Solutions. Installation period is within 45 business days from the time Motorola Solutions and MDRF execute the Agreement and related addendum or addenda.
- When available and approved by MDRF in writing, Motorola Solutions may use MDRF-owned or MDRF-managed resources at no additional cost to Motorola Solutions. MDRF is solely responsible for maintenance and replacement of such resources and Motorola Solutions bears no responsibility for such resources. Motorola Solutions is further not responsible for any failures in such resources.
- Cooperate with MDRF to schedule the implementation of the ASTRO 25 Connectivity Service.
- Coordinate the activities of any Motorola Solutions subcontractors necessary to provide this service.
- Administer safe work procedures for installation.
- Assist MDRF with operating and using the system during cutover.
- Motorola Solutions may, in its sole discretion, choose to modify the backhaul design. These changes will result in equivalent or improved capacity, cost, reliability, or availability.
- Upon Motorola Solutions request, the MDRF assigned Motorola Technicians will reboot the Managed Elements, provide the LED light statuses of the third-party provider Network Terminating Unit where applicable, verify equipment power, verify that cables are securely connected, and insert a loopback plug.
- The MDRF assigned Motorola Technicians will notify Motorola Solutions of any maintenance that may affect the operating status of the Managed Elements using a Customer Maintenance Change Management Request via the Helpdesk or MyView Portal. Examples of maintenance activities include: powering down the site, a Motorola Solutions’ Managed Element, or a third-party Network Terminating Unit, or resetting, recabling, or moving equipment components.

4.2.2.1 Service Level Availability Objectives

Motorola Solutions’ ASTRO 25 Connectivity Service shall include service level goals, calculated using a standard formula as described below. Availability calculations include only active network sites during the reporting period. Inactive mobile sites are not factored into availability calculations. Motorola Solutions shall monitor service availability 24 hours a day, 7 days a week.

Availability Calculation

For the ASTRO 25 Connectivity Service, Motorola Solutions shall provide the MDRF with availability metrics for active sites. ASTRO 25 Connectivity Service availability is the percentage of time that the circuit is available within a given calendar month.

Motorola Solutions shall determine connection availability individually for each of MDRF’s ASTRO 25 Connectivity Service connections. Availability is calculated monthly by computing the total number of Critical P1 priority incident outage minutes, as defined in Table 4-2, in a calendar

month and dividing that sum by the total number of minutes in a 30-day calendar month. Availability is calculated after a Critical P1 incident ticket is opened. If the site has backup connectivity, this is factored into the availability calculation. The formula for computing target availability goals is as follows:

$$\text{Availability (\%)} = (1 - (\text{Total minutes of site Hard Outage per month} \div \text{Number of days in month} \times 24 \text{ hours/day} \times 60 \text{ minutes/hour})) \times 100.$$

Table 4-1 provides Motorola Solutions’ availability goals for specific site types. This table contains Motorola Solutions’ Service Level Goals.

Table 4-1: ASTRO 25 Connectivity Service Level Goals

Site Type	Link Count	Handoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
ASTRO 25 Core (Primary)	2	1000 – LC Fiber	SRX1500	Yes (Critical Connect)	99.999%

Outages

Availability is influenced by multiple factors, including network design, equipment, backhaul, and environmental factors. This section defines outage types, and how they factor into service availability calculations.

Hard Outage

A hard outage, classified as a Critical P1 incident, is a complete loss of Motorola Solutions-provided backhaul connectivity, during which MDFR cannot use the service and is prepared to release it for immediate testing. Motorola Solutions factors hard outages into availability calculations and would impact the service level goals.

Planned Outages

Planned outages are pauses in service delivery that Motorola Solutions can notify MDFR of in advance, with a scheduled time for when the outage will end. If a planned outage exceeds the time that was predicted by 10% of the time scheduled, then the outage will be included as an agenda item for discussion at the next meeting between Motorola Solutions and MDFR. Motorola Solutions and MDFR will recategorize the outage during the meeting. Motorola Solutions does not include planned outages in connectivity availability calculations.

Force Majeure

An outage resulting from a *Force Majeure* event is not included in availability calculations, but Motorola Solutions will provide continuous commercially reasonable effort to restore system components affected by such event.

Availability Exclusions

The following items are excluded from Motorola Solutions’ availability calculations:

- Periods of Soft Outage, during which MDFR is able to use the ASTRO 25 Connectivity Service, and is not prepared to release the service for immediate testing.
- Customer Premises Equipment (“CPE”) not under Motorola Solutions 24/7 monitoring coverage.

- Any delay, act, or omission by MDFR or a third-party, other than the local access provider, that causes or extends an outage is excluded from the availability calculation. In addition, periods of service degradation, such as slow data transmission, where a Critical P1 trouble ticket has not been opened with Motorola Solutions and MDFR has not released its Service for immediate testing are excluded.
- **“AS IS”**. THE SOLUTION AND SUBSCRIPTION SERVICES DESCRIBED HEREIN ARE PROVIDED “AS IS”. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED
- **Availability and Accuracy**. MDFR acknowledges that functionality, availability, and accuracy of the services described herein is dependent on many elements beyond Motorola Solutions’ control, including databases managed by MDFR or third parties and MDFR’s existing equipment, software, and MDFR Data. Therefore, Motorola Solutions does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. MDFR agrees not to represent to any third party that Motorola Solutions has provided such guarantee. Interruption or interference with the services described herein may periodically occur.

4.2.2.2 Incident Priority Definitions and Response Times

This section describes incident priority levels that support availability measurements.

Table 4-2: ASTRO 25 Connectivity Incident Priority Definitions and Response Time Goals

Incident Priority	Incident Definition	Primary Link Response Time Goals	Secondary Link Response Times
Critical P1	Hard Outage. The ASTRO 25 Connectivity Service is completely inoperable or degraded to the extent that it is unusable by MDFR. MDFR is prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
High P2	ASTRO 25 Connectivity Service performance is degraded, but MDFR is able to use the Service. Incidents are assigned this priority if MDFR is not prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Medium P3	A problem is affecting an ASTRO 25 Connectivity Service component, and that problem does not impact service functionality or availability.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Low P4	<ul style="list-style-type: none"> - MDFR's requests that do not impact the ASTRO 25 Connectivity Service, such as a request for an incident report - Service incidents not covered by other priority levels. - Scheduled maintenance. 	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5

4.2.3 ASTRO 25 Connectivity Service Sites and Equipment

Table 4-3 describes sites included in the proposed backhaul design, notes their location, and lists the critical solution equipment provided for them.

Table 4-3: ASTRO 25 Connectivity Service Interconnected Site Locations

Site Name	Site Address	Major Equipment
Miami-Dade Fire Rescue Headquarters	9300 NW 41st St., Miami, FL 33178	Routers & LTE

4.3 AVAILABILITY REPORTS

4.3.1 Description of Service

Motorola Solutions shall track the availability of MDFR's ASTRO 25 Connectivity Service components using standardized availability reports, and shall endeavor to achieve availability goals based on those reports. Motorola Solutions shall automatically collect and collate availability data from network elements, and use that data to determine system health and if any maintenance or improvements are needed. Trend analysis can indicate capacity, availability, or reliability issues before they significantly affect services.

4.3.2 Scope

Each month, Motorola Solutions shall create and distribute a network availability report to compare with availability levels described in Section 4.2.2.2: Incident Priority Definitions and Response Times.

This service includes the following tasks:

- Data Collection—Availability data is remotely collected and stored for reporting purposes.
- Data Reporting—A suite of availability reports is generated and uploaded to MyView Portal.

4.3.3 Inclusions

Availability reports shall be provided for Motorola Solutions-provided site connections included as part of the ASTRO 25 Connectivity Service.

4.3.4 Motorola Solutions Responsibilities

- Collect availability data through defined interfaces.
- Provide the availability reports within MyView Portal.
- Provide a Motorola Solutions assigned technician for MDFR as a point of contact for questions MDFR has about the findings or service reports provided by Motorola Solutions.

4.3.5 Limitations and Exclusions

- Motorola Solutions' availability target objectives, and related availability calculations, exclude availability degradation resulting from MDFR's failure to promptly take necessary actions.

4.4 BACKHAUL EVENT MONITORING

4.4.1 Description of Service

Motorola Solutions shall provide Backhaul Event Monitoring including real-time end-to-end event monitoring and fault isolation for ASTRO 25 Connectivity Service backhaul components and links. Backhaul Event Monitoring shall include a set of sophisticated tools support remote detection and classification of events on the MDFR's backhaul network. When an event is detected, MDFR will be alerted via tickets provided through the MyView portal as well through email notifications. Motorola Solutions shall determine the status of impacted backhaul links and engage with other service teams as needed to isolate the cause and resolve the incident. Motorola Solutions will respond to incidents in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times.

4.4.2 Scope

Backhaul Event Monitoring is available 24 hours a day, 7 days a week. Motorola Solutions' tools and processes for monitoring ASTRO 25 radio networks shall be leveraged to monitor the backhaul endpoints effectively, and to provide a consistent monitoring experience if receiving both services. Incidents that are generated by the monitoring service will be handled in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times.

4.4.3 Inclusions

Backhaul Event Monitoring is provided for the links and equipment listed in Section 4.2.3: ASTRO 25 Connectivity Service Sites and Equipment.

4.4.4 Motorola Solutions Responsibilities

- Use concurrent connectivity through the network connection established to support Backhaul Event Monitoring.
- Verify connectivity and event monitoring after system installation is complete.
- Monitor backhaul links continuously 24 hours per day, 7 days per week.
- Create incident tickets when necessary. Identify and classify the link associated with the incident. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Remotely access MDFR's backhaul to perform remote diagnosis and fault isolation as permitted by MDFR pursuant to Section 4.4.6: MDFR Responsibilities.
- Dispatch MDFR's field service technician designated in the CSP when necessary, and maintain communications with MDFR until the incident is resolved. Provide updates in accordance with the agreed frequency, until resolution.
- Upon a Priority 1 Incident, Motorola will notify the MDFR Dispatch Center via email and telephone.

4.4.5 Limitations and Exclusions

- Change to monitoring excludes any scope not contained in 4.3
- Additional support charges beyond the contracted service rates may apply if Motorola Solutions determines that system faults were caused by MDFR making changes to critical system parameters.
- Motorola Solutions is not responsible for system faults or deficiencies that are caused by changes or modifications to the system not performed by Motorola Solutions.
- MDFR assigned Motorola technicians to notify the CMSO when MDFR performs any activity that impacts the backhaul components. Activity that impacts the backhaul components may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.

4.4.6 MDFR Responsibilities

- Provide continuous power service to any Motorola Solutions backhaul equipment installed or used at MDFR's premises to support delivery of the service. MDFR agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on MDFR's premises.
- Allow Motorola Solutions' field service technician, designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Acknowledge that incidents will be handled in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times.

4.5 REMOTE TECHNICAL SUPPORT

4.5.1 Description of Service

Motorola Solutions shall provide Remote Technical Support service consisting of telephone consultation for technical issues that require ASTRO 25 Connectivity Service backhaul knowledge and troubleshooting capabilities. As with ASTRO 25 incidents, the CMSO Service Desk will respond to ASTRO 25 Connectivity Service incidents.

4.5.2 Scope

The CMSO Service Desk shall be available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service shall be provided in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times. Any unresolved incidents will be escalated to Motorola Solutions engineering and Original Equipment Manufacturers (OEM) for further assistance.

4.5.3 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-221-7144) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify MDFR requests for support.
- Respond to requests for service in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with MDFR in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify MDFR of an alternative course of action.
- The MDFR assigned Motorola technician will submit changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).

4.5.4 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- MDFR training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

4.5.5 MDFR Responsibilities

- Maintain suitably trained technical resources familiar with the operation of MDFR’s system to provide field maintenance and technical maintenance services for the system.
- Acknowledge that incidents will be handled in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times.

On-site Response

Motorola Solutions' On-site Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

4.5.6 Description of Service

The Motorola Solutions CMSO Service Desk will receive MDFR's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to achieve response time goals.

The dispatched field service technician will travel to MDFR's location to restore the system in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

4.5.7 Scope

On-site Response is available as needed to support the availability described in Section 4.2.2.2: Incident Priority Definitions and Response Times.

4.5.8 Inclusions

On-site Response is provided for hardware included with ASTRO 25 Connectivity Service.

4.5.9 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant MDFR information, as needed.
- Motorola Solutions designated field service technician will perform the following on-site:
 - Run diagnostics on the component.
 - Perform physical fault restoration and hardware maintenance to restore component functions.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto MDFR's premises.
 - If required by MDFR's repair verification in the Customer Support Plan ("CSP"), verify with MDFR that restoration is complete or system is functional. If verification by MDFR cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
 - Escalate the incident to the appropriate party upon expiration of a response time.

- Close the incident upon receiving notification from MDFR or Motorola Solutions on-site service technician, indicating the incident is resolved.
- Notify MDFR of incident status, as defined in the CSP and Service Configuration Portal (“SCP”):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the service technician on-site, delayed, or closed.
- Provide incident activity reports to MDFR, if requested.
- If required by repair verification preference provided by MDFR, MDFR assigned Motorola technicians to verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
MDFR assigned Motorola technicians to perform reasonable or necessary acts to enable Motorola Solutions to provide these ACS services.

4.5.10 MDFR Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined MDFR information and preferences necessary to complete CSP:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit changes in any information supplied in the CSP to MDFR Support Manager (“CSM”).
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.

4.6 SOFTWARE UPDATES

4.6.1 Description of Service

Each quarter, Motorola Solutions shall provide relevant Original Equipment Manufacturer (“OEM”) software patches for backhaul equipment included as part of the ASTRO 25 Connectivity Service. These patches will update equipment when required to maintain compatibility with components or will address security vulnerabilities.

4.6.2 Scope

Motorola Solutions shall update network components when it determines it is necessary to maintain the ASTRO 25 Connectivity Service, and shall provide security updates as needed to address identified security vulnerabilities. Any updates done will be in coordination with MDPD.

Software Updates follow Motorola Solutions’ defined change management process to avoid potential disruption. Once an OEM software update is available, Motorola Solutions shall initiate the change process to define the update’s impact and work with MDFR to schedule its implementation.

4.6.3 Inclusions

Motorola Solutions shall provide relevant software patches and updates as provided by OEMs based on a schedule mutually agreed by the parties.

4.6.4 Motorola Solutions Responsibilities

- Provide relevant software and security patches to MDFR when provided by the OEM.
- Notify MDFR if an update will require network downtime to implement.
- Work with MDFR to schedule installation of disruptive software patches.

4.6.5 Limitations and Exclusions

- Motorola Solutions does not provide warranties on software updates. Motorola shall ensure that available software warranties on software updates will be provided directly by the OEM to the County.

4.6.6 MDFR Responsibilities

- Work with Motorola Solutions to schedule installation of disruptive software patches.

SECTION 5

STATEMENT OF WORK

5.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Miami-Dade Fire Department. The tasks described herein shall be performed by Motorola Solutions, its subcontractors, and MDFR to implement the solution described in the System Description. The Statement of Work describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and MDFR during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola Solutions and MDFR.
- The qualifications and assumptions taken into consideration during the development of this project.

Motorola Solutions represents and warrants that it has made all reasonable inquiries to assure itself of the assumptions Motorola has made regarding the sites to be used for the new system. Should any of the sites change a revision to this SOW the associated pricing will be negotiated between the County and Motorola. Any changes to this SOW shall only be made by mutual agreement of Motorola Solutions and the County.

The six (6) new UHF ASTRO25 repeater sites with GTR 8000 Base Radios are listed in Table 5-1.

Table 5-1: New RF Sites

Site Name	No. of Channels
Aventura Hospital	6
Fire Station 18	6
Fire Station 71 (Eureka)	5
Fire Station 72 (Florida City)	5
PortMiami	9
Homestead Air Reserve Base	5

The individual civil upgrades are detailed in the civil scope section below.

5.2 MANNER OF PERFORMANCE

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should MDFR system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

- It should be noted that 900 MHz, Wi-Fi 6E, 2.4 GHz, and 5.2/5.4/5.8 GHz bands are unlicensed. Therefore, Motorola Solutions has no control over signal emissions in these bands that may interfere with the desired signals. Although link surveys will identify possible existing interference sources, there is no guarantee that interference will not emerge after the survey. Motorola Solutions can assist MDFR in assessing interference issues if they occur, however, the cost for the services and any additional equipment necessary to resolve the interference problem are beyond the scope of the generic link survey and installation.

5.3 CONTRACT INITIATION

5.3.1 Contract Award (Milestone)

- MDFR and Motorola Solutions execute the contract and both parties receive all the necessary documentation.

5.3.2 Contract Administration

Motorola Solutions Responsibilities:

- Assign a local, dedicated Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola Solutions information system.
- Schedule the project kickoff meeting with MDFR.

MDFR Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for MDFR-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which MDFR is responsible.

Completion Criteria:

- Motorola Solutions internal processes are set up for project management.
- Both Motorola Solutions and MDFR assign all required resources.
- Project kickoff meeting is scheduled.

5.3.3 Project Kickoff

Motorola Solutions Responsibilities:

- Conduct a project kickoff meeting during the CDR (Contract Design Review) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with MDFR.
- Review the resource and scheduling requirements with MDFR.
- Review the Project Schedule with MDFR to address upcoming milestones and/or events.

- Review the teams' interactions (Motorola Solutions and MDFR), meetings, reports, milestone acceptance, and MDFR's participation in particular phases.

MDFR Responsibilities:

- MDFR's key project team participants attend the meeting.
- Review Motorola Solutions and MDFR responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

5.4 CONTRACT DESIGN REVIEW

5.4.1 Review Contract Design

Motorola Solutions Responsibilities:

- Meet with MDFR project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to MDFR for approval. These documents form the basis of the system, which Motorola Solutions will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging or field (as required by site).
- Establish demarcation point (supplied by the Motorola Solutions system engineer) to define the connection point between the Motorola Solutions-supplied equipment and MDFR-supplied link(s) and external interfaces. This includes, but is not limited to, installing necessary infrastructure (example – conduit).
- Work with MDFR to identify radio interference between the new communication system and other existing radio systems.

Restrictions:

- Motorola Solutions assumes no liability or responsibility for inadequate frequency availability or frequency licensing issue.
- Motorola Solutions is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios. However, Motorola Solutions will provide, upon request, all necessary data for frequency coordination.
- Motorola Solutions is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola Solutions' control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by MDFR and documented through the change order process.

MDFR Responsibilities:

- MDFR's key project team participants attend the meeting.
- Make timely decisions within a reasonable period after presentation of an issue by Motorola.
- Frequency Licensing and Interference:
 - As mandated by FCC/, MDFR, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
 - Provide the FCC / "call sign" station identifier for each site prior to system staging.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

5.4.2 Design Approval (Milestone)

- MDFR executes a Design Approval milestone document.

5.5 ORDER PROCESSING

5.5.1 Process Equipment List

Motorola Solutions Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
 - Enter order into Motorola Solutions' MDFR Order Fulfillment (COF) system.
 - Create Ship Views, to confirm with MDFR the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
 - Create equipment orders.
 - Reconcile the equipment list(s) to the Contract.
 - Procure third-party equipment if applicable.
- Completion Criteria:
- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
 - Trial validation completed.
 - Bridge the equipment order to the manufacturing facility.
 - Motorola Solutions will place 48v DC and UPS orders under the direction of MDFR (after site acquisition) and will be installed and energized within one year of ship. If FPL cannot provide power in a timely manner, battery energize date may extend beyond the 1-year target date at the County's reasonable expense.

5.6 MANUFACTURING AND STAGING

5.6.1 Manufacture Motorola Solutions Fixed Network Equipment

Motorola Solutions Responsibilities:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

MDFR Responsibilities:

- None.

Completion Criteria:

- FNE shipped to either the field or the staging facility.

5.6.2 Manufacture Non-Motorola Solutions Equipment

Motorola Solutions Responsibilities:

- Procure non-Motorola Solutions equipment necessary for the system based on equipment order.

MDFR Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola Solutions manufactured equipment to the field and/or the staging facility.

5.6.3 Ship to Staging (Milestone)

- No staging.

5.6.4 Stage System

Motorola Solutions Responsibilities:

- Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the transmitter/receiver sites.
- Cut and label cables according to the approved CDR documentation.
- Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- Complete the cabling/connecting of the subsystems to each other (“connectorization” of the subsystems).
- Assemble required subsystems to assure system functionality.
- Power up, program, and test all staged equipment.
- Confirm system configuration and software compatibility to the existing system.
- Load application parameters on all equipment according to input from Systems Engineering.
- Complete programming of the Fixed Network Equipment.
- Inventory the equipment with serial numbers and installation references.
- Complete system documentation.

- Third party subsystems may be staged at the manufacturer's facilities and integrated in the field.
- Provide a Factory Acceptance Test Plan.

Completion Criteria:

- System staging completed and ready for testing.

5.6.5 Perform Staging Acceptance Test Procedures

Motorola Solutions Responsibilities:

- Test and validate system software and features.
- Functional testing of standard system features.
- Conduct site and system level testing.
- Power-up site equipment and perform standardized functionality tests.
- Perform MDFR-witnessed tests based upon Factory Acceptance Test Plan.

MDFR Responsibilities:

- None.

Completion Criteria:

- Approve Factory Acceptance Testing.

5.6.6 Ship Equipment to Field

Motorola Solutions Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

MDFR Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

5.6.7 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.

5.7 SITE DEVELOPMENT STATEMENT OF WORK

5.7.1 General

Motorola Solutions Responsibilities:

- Provide and install new Microflex entry port covers over the cored access holes for the wave guide and RF coax to access the inside/outside of the facility as required by code (applies only to sites with new coax).
- Enhanced Drone Airborne Response for Documentation of all new RF site locations (PM, Aventura, FS18, FS71, FS72, HARB) after project completion. A pre-installation site survey will also be done by Airborne Response prior to site work commencing.

- Request for power deployment must be initiated as soon as reasonably possible so as not to delay site build.
- Provide mobilization costs for the construction crews. Any remobilization due to negligence by MDFR or other things outside of Motorola Solutions' control that results in interruptions/delays will result in additional costs.
- All UPS units should have a corded connection.
- All new generators will be Onan Cummins.
- Shelters are equipped with two (2) Bard or Mav Air through-wall AC's.
- 3-Ton Split systems are manufactured by Rheem.
- Provides camlocks with manual transfer switches at all sites getting a new Onan Cummins generator.
- New Tower Sites (FS18, FS71 & FS72) will have new water lines.
- ITD managed tower approval process – Motorola will propose antenna heights and size and review with ITD for approval. Upon approval, Motorola will contract with Structural Components LLC to perform a structural analysis, which will then be reviewed with ITD prior to any work commencing.

For Site Development at Aventura Hospital, Motorola Solutions shall place the RF equipment on the 9th floor and the microwave and DC plant in the 10th floor equipment rooms and then run out of each equipment room with the coax runs across the hallway floor and core through the outside wall and install a new waveguide ladder from the 9th floor to the 12th floor roof over the elevator shaft where the antennas and microwave dish are to be located. Existing openings may be used if approved by building owner and MDFR. Also, in the electrical rooms Motorola Solutions shall provide ground radar to identify rebar and tension cabling in the floor and then core one (1) 3-inch hole in the floor and sleeve the hole so that RF coax from the 9th floor to the 1st floor to allow our Motorola Solutions FSO to install coax for antennas from the system on the receive side of the system for coverage in the ER.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – MDFR responsibility
- Zoning Services – MDFR responsibility.
- Site Detail:
 - New TX / RX Site.
 - Microwave Backhaul.
 - 48 VDC Plant.
 - Remote Antennas in ER.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity.

This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.
- Motorola Solutions will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete, and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R-56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA)/Transport Canada, and FCC. For installation of the fixed equipment at the various sites, Motorola Solutions will furnish all cables for power, audio, control, and radio transmission to connect the Motorola Solutions-supplied equipment to the power panels or receptacles and the audio/control line connection point. During field installation of the equipment, any required changes to the installation will be noted and assembled with the final ‘as-built’ documentation of the system. Receive and inventory all equipment. Provide warehousing for equipment as shipped. Bond the supplied equipment to the site ground system in accordance with Motorola Solutions’ R56 standards.

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Install antenna and dish mounts.
- Install two (2) Panasonic VIC100 GPS antennas with integrated Lightning Protection & Filtering.
- Install up to 750 linear feet of 1-5/8-inch transmission line (Plenum cable will be installed if required).
- Perform sweep tests on transmission lines.

Miscellaneous Work

- Run new electrical circuits from the generator supported panels in the 10th floor electrical room to the DC plant and install those double pole 30-amp circuits to the rectifier of the DC plant.
- Core between the 9th and 10th floor for connectivity between the Microwave, DC and RF equipment as the RF equipment will be located on the 9th floor and the Microwave and DC will be located on the 10th floor. Also, coring of the electrical room wall and the hallway above the ceiling and then coring the outside wall of the 9th and 10th floor.
- Additional radar investigation of the electrical room floors and coring from the 9th floor down the electrical room chase to the bottom floor for access for the installation of coax for the in-building antenna system down to the ER and other locations in the lower part of the Hospital.
- Provide and Install new Waveguide Ladder on the external wall of the stair well from the 9th floor to the top of the building on to the elevator equipment penthouse and stair well roof. This will be installed from the 9th floor to the top of the 12th floor.
- Provide and install new microwave dish mounts and Tx and Rx antenna mounts as well as cable tray system on the 12th floor roof which is over the top of the stairwell and the elevator equipment room.

- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Transport galvanized steel ladder and mounts to the top of the Hospital Elevator Room and stairwell roof for installation.
- Bonded Roofing once the support structure for the microwave, antennas and cable support system has been installed.
- Provide a structural engineering analysis for the MW antenna support structure (at the connecting site), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Enhanced Drone Airborne Response for Documentation of all new site locations.
- Motorola Solutions will provide 2-inch conduits to AT&T demarcation points, from radio room to MDF or handhole as required by AT&T but within the property lines.
- Tower lights, generators, AC's to be fully interfaced to MOSCAD.
- All equipment will be deployed with 48v Power Supply or Inverter.
- DC breaker panel will be at the top of each rack.
- DC breaker (separate) for one (1) MDFR equipment two (2) Ciena.

5.7.2 Site Development at Fire 18 (New Facility Proposed)

New 199-foot Self-Supported Tower and RF shelter where the RF shelter and Onan Cummins generator and fuel tank will be elevated above existing ground elevation 9-feet based on the FEMA 100 year flood plain of 7-foot elevation and therefore Motorola Solutions designed the platform to be 2-feet higher than the FEMA 100 year plan.

Site Scope Summary

- Site Detail:
 - New RX Site.
 - Tower.
 - Shelter with Elevated Platform.
 - 48v DC.
 - Onan Cummins generator.
 - Additional Fuel Storage.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- New fenced compound/expansion size – 60-foot x 60-foot.
- Clearing type – Medium.
- Road length requiring improvement – 100-feet.
- New power run – 600-feet, Electrical service type – Underground, 300-amp – 120/240-volt, single-phase.
- New telecom run – necessary length, two (2), 2-inch conduits.
- New shelter size – 12-foot x 34-foot.
 - Equipped with two (2) Bard or Mav Air through-wall AC's.
 - Adding 3-Ton Rheem Split system.
- New fuel tank size – 300-gallons, Type – Diesel sub-base.
- New generator size – 80 kW, Type – Indoor.
- New 500-gallon Convault Tank for additional fuel storage.
- Fuel Storage sufficient for minimum 5 days of generator run-time.

- New tower to be used for antennas – See Section 2.3: Towers for FS18, FS71 & FS72.
- New tower foundation size – As engineered to support the tower. 160 cubic yards, Type – Drilled Pier.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Site Design Visit to layout the site plan and start design and engineering of the site.
- Perform a site and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot-deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) – mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the “Site Plans” and document any deviations or violations.
- Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.
- Provide a structural engineering analysis for the MW antenna support structure (at the connecting site), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews.
- Perform necessary clearing, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (10,000 square feet).
- Perform tree clearing, grubbing and disposal of vegetation in the site compound area and a 20-foot path around it (3600 square feet). Perform necessary tree clearing as identified in

the site walk. Grubbing and disposal of vegetation and shrub growth in a 15-foot-wide access road to the site (not to exceed 100-feet in length).

- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 6400 square feet).
- Provide earth fill to raise surface level in the site compound (not to exceed 500 cubic yards).
- Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 4356 square feet).
- Provide a 15-foot-wide access road (not to exceed 100 feet in length), including surface grading and graveling.
- Provide silt fence around the compound to control soil erosion (not to exceed 240 linear feet).
- Supply and install 8-foot-high chain-link fencing with a ten-foot-wide gate around the shelter compound (not to exceed 240 linear feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Construct one (1) reinforced concrete foundation necessary for a 12-foot x 34-foot shelter.
- Supply and install one (1) prefabricated concrete shelter 12-foot x 34-foot (including 10-foot generator room).
- Supply and install one (1) 120/240-volt, 300-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 200 cable feet of the shelter.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions' R56 standards. Must include accessible interface to future fire station grounding system. Add handhole to ground for proposed fire station.
- Conduct one (1) 3-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Miami-Dade County, Florida.
- Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 10 linear feet).

Tower Work

- Construct drilled pier type tower foundations including excavation, rebar and concrete (not to exceed 160 cubic yards).
- Erection of 199-foot' Self-Supported Tower.
- Supply and install grounding for the tower base for self-supported towers.

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Install three (3) new 6-foot antenna mounts.
- Install two (2) Panasonic VIC100 GPS antennas with integrated Lightning Protection & Filtering Install up to 660 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Miscellaneous Work

- Spoils to be removed from site that is removed from tower foundation to approved fill area.
- Supply and install aboveground 500-gallon Convault double wall UL 142 carbon steel skid diesel tank with epoxy finish, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.
- Site must be de-mucked.
- Fill dirt transported in for foundation for the RF Shelter and Extended external fuel tank 1' above ground with foundations and structure above ground designed per Thermo bond shelter loads and reactions based on a 12 x 34 RF Shelter with indoor 80 KW Onan Cummins generator and 300-Gallon Diesel Skid tank. This fill dirt will be placed, packed, and tested to required compaction as required to support the shelter, generator and fuel tank load.
- 40,000 de-frag tank to remove slurry and water removed from tower foundation during tower foundation construction and hauled to approved fill area for disposal.
- Drilled Pier foundations for the elevated platform to house the new RF shelter with generator and the additional fuel tank based on FEMA 100-year flood plain levels.
- Engineer, Fabricate, ship and provide 20' x 50' steel platform to support and elevate the new RF shelter, generator and additional Convault fuel tank above the FEMA 100-year flood plain area for the location of the shelter.
- Installation and erection of the new elevated shelter, generator and fuel tank platform to be 9' over the existing ground grade to provide additional 2-feet.
- Private Location for all utilities located on property and especially in the area of construction work for this tower.
- Enhanced Drone Airborne Response for Documentation of all new site locations.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Photo Rendering of Tower on property.
- Temporary Fencing around the base of the new tower and associated structures.
- Motorola Solutions will provide 2-inch conduits to AT&T demarcation points, from radio room to MDF or handhole as required by AT&T but within the property lines.
- Tower lights, generators, AC's & Fuel levels to be fully interfaced to MOSCAD.
- All equipment will be deployed with 48v Power Supply or Inverter.
- DC breaker panel will be at the top of each rack.
- DC breaker (separate) for one (1) MDRF equipment two (2) Ciena.
- Provide and Install PVC conduit or Inter Duct between the TELCO D-Mark and Extend the conduit up to 300-feet from shelter to proposed AT&T D-Mark for fiber and network installation by provider.
- Provide and install concrete man box and provide and install 600' of PVC conduit back to main water line, tap and meter and provide water faucet to outside of shelter.
- Drilled Pier foundations for the elevated platform to house the new RF shelter with generator and the additional fuel tank based on FEMA 100-year flood plain levels.
- Engineer, Fabricate, ship and provide 20' x 50' steel platform to support and elevate the new RF shelter, generator and additional Convault fuel tank above the FEMA 100-year flood plain area for the location of the shelter.
- Installation and erection of the new elevated shelter, generator and fuel tank platform to be 9' over the existing ground grade to provide additional 2-feet.

5.7.3 Site Development at K&B Site

Existing tower location for MDR and Motorola Solutions proposes to install new shelter and Onan Cummins generator 1-foot above the current ground elevation. Based on the information acquired from the FEMA Flood plain maps for this location it is already above the Base Flood Elevation.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Clearing type – Light.
- New power run – 200-feet, Electrical service type – Underground, 300-amp – 120/240-volt, single-phase. With hand hole at base of pole.
- Telecom in separate hand hole for four (4) 2-inch conduits.
- Two (2) 2-inch underground conduits to existing building.
- Two (2) 2-inch underground conduits to existing ITD building.
- New shelter size – 12-foot x 34-foot.
 - Equipped with two (2) Bard or Mav Air through-wall AC's.
 - Adding Rheem 3-Ton Rheem Split system.
- New fuel tank size – 300 gallons- , Type – Diesel sub-base.
- New Onan Cummins generator size – 80 kW, Type – Indoor.
- New 500-gallon Convault Fuel Tank.
- Fuel Storage sufficient for minimum 5 days of generator run-time.
- Existing tower to be used for antennas – 335-foot self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Perform four-point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

- Perform tower mapping and antenna inventory prior to being able to conduct structural analysis.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Perform clearing of brush, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (14,400 square feet).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 10000 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 8316 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 320 linear feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and Install Shelter foundation on the new 1' elevated site area for the 12' x 34' shelter and additional fuel tank.
- Supply and install one (1) prefabricated concrete shelter 12-foot x 34-foot (including 10-foot generator room).
- Supply and install one (1) 120/240-volt, 300-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 200 cable feet of the shelter.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions' R56 standards.
- Conduct 1 three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Miami-Dade County, Florida.
- Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Miscellaneous Work

- Motorola Solutions will provide dirt and compact that dirt in a 30 x 40 area to support the shelter and additional fuel tank. This will elevate the shelter foundation by 1-foot above existing surface grade. This was required by MDFR.
- Cut existing lines and wave guide off from at the existing equipment shelter and re-route on new ice bridge to new RF shelter that is elevated and re-connect run into new RF Shelter Entry Port for connection to RF equipment and Microwave. Shelter placement will be close enough for the existing lines to reach.

- Relocation of existing equipment from existing RF equipment room to new RF shelter and install all Microwave and RF equipment and cabling and then optimize site and bring online connected to new DC Plant.
- Provide and Install 2-inch PVC conduit between new RF shelter and the existing MDRF equipment facility and the Miami-Dade IT Equipment facility which houses the PD and SO RF and microwave equipment. Motorola Solutions will also provide and install a PVC J box on the outside of each facility for pulling of fiber between locations.
- Spoils to be removed from site that is removed from surface grade of the 30' x 40' area to approved fill area.
- Enhanced Drone Airborne Response for Documentation of all new site locations.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Supply and install aboveground 500-gallon Convault double wall UL 142 carbon steel skid diesel tank with epoxy finish, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.

5.7.4 Site Development at Fire Station 71 Site (Eureka)

New 199-foot Self-Supported Tower and RF shelter where the RF shelter and generator and fuel tank will be elevated 1-foot above current ground elevation. Based on the information acquired from the FEMA Flood plain maps for this location it is above the Base Flood Elevation requirement.

Site Scope Summary

- Site Detail:
 - New TX / RX.
 - Microwave.
 - New Tower.
 - New Shelter.
 - 48v DC.
 - Onan Cummins generator.
 - Additional Fuel Storage.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- New fenced compound/expansion size – 80-foot x 80-foot.
- Clearing type – Light.
- Road length requiring improvement – 500-feet.
- New power run – 1000-feet, Electrical service type – Underground, 300-amp – 120/240-volt, single-phase.
- New shelter size – 12-foot x 34-foot.
 - Equipped with two (2) Bard or Mav Air through-wall AC's.
 - Adding Rheem 3-Ton Rheem Split system.
- New fuel tank size – 300-gallons, Type – Diesel sub-base.
- New generator size – 80 kW, Type – Indoor.
- New 500-gallon Convault Fuel Tank.
- Fuel Storage sufficient for minimum 5 days of generator run-time.
- New tower to be used for antennas – See Section 2.3: Towers for FS18, FS71 & FS72.
- New tower foundation size – 160 cubic yards, Type – Drilled Pier.

- Microwave connectivity between KB – TG.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a site and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot-deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) – mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the “Site Plans” and document any deviations or violations.
- Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.
- Provide a structural engineering analysis for the MW antenna support structure (at the connecting site), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews.
- Perform light clearing of brush, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (14400 square feet).
- Perform clear light brush, grub roots and dispose vegetation and shrub growth in a 15-foot-wide access road to the site (not to exceed 500-feet in length).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 10000 square feet).

- Supply and install gravel surfacing to a depth of 6-inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 7396 square feet).
- Provide a 15-foot-wide access road (not to exceed 500-feet in length), including surface grading and graveling.
- Provide silt fence around the compound to control soil erosion (not to exceed 320 linear feet).
- Supply and install 8-foot-high chain-link fencing with a ten-foot-wide gate around the shelter compound (not to exceed 320 linear feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and Install Shelter foundation and expansion fuel tank on the new 3-foot elevated site area for the 12' x 34' shelter and additional fuel tank.
- Supply and install one (1) prefabricated concrete shelter 12-foot x 34-foot (including 10-foot generator room).
- Supply and install one (1) 120/240-volt, 300-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 200 cable feet of the shelter.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions' R56 standards.
- Conduct one (1) 3-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Miami-Dade County, Florida.
- Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Tower Work

- Construct drilled pier type tower foundations including excavation, rebar and concrete (not to exceed 160 cubic yards).
- Erect new 199-foot self-supported tower.
- Supply and install grounding for the tower base for self-supported towers.

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Install three (3) new 6-foot antenna mounts.
- Install two (2) Panasonic VIC100 GPS antennas with integrated Lightning Protection & Filtering Install up to 660 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Miscellaneous Work

- 40,000 de-frag tank to remove slurry and water removed from tower foundation during tower foundation construction and hauled to approved fill area for disposal.
- Spoils to be removed from site that is removed from tower foundation to approved fill area.

- Supply and install aboveground 500-gallon Convault double wall UL 142 carbon steel skid diesel tank with epoxy finish, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.
- Enhanced Drone Airborne Response for Documentation of all new site locations.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Photo Rendering of Tower on property.
- Temporary Fencing around the base of the new tower.
- Provide and Install PVC conduit or Inter Duct between the TELCO D-Mark and Extend the conduit up to 300-feet from shelter to proposed AT&T D-Mark for fiber and network installation by provider.
- Provide and install concrete man box and provide and install 1,000 of PVC conduit back to main water line, tap and meter and provide water faucet to outside of shelter.

5.7.5 Site Development at Fire Station 72 Site (Florida City)

New 199-foot Self-Supported Tower and RF shelter where the RF shelter and generator and fuel tank will be elevated above the Base Flood Elevation per the FEMA 100-year flood plain.

Site Scope Summary

- Site Detail:
 - New TX / RX.
 - Microwave.
 - New Tower.
 - New Shelter.
 - 48v DC.
 - Onan Cummins generator.
 - Additional Fuel Storage.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- New fenced compound/expansion size – 80-foot x 80-foot.
- Clearing type – Medium.
- Road length requiring improvement – 500-feet.
- New power run – 1000-feet, Electrical service type – Underground, 300-amp – 120/240-volt, single-phase.
- New shelter size – 12-foot x 34-foot.
 - Equipped with two (2) Bard or Mav Air through-wall AC's.
 - Adding Rheem 3-Ton Rheem Split system.
- New fuel tank size – 300-gallons, Type – Diesel sub-base.
- New generator size – 80 kW, Type – Indoor.
- New tower to be used for antennas – See Section 2.3: Towers for FS18, FS71 & FS72.
- New tower foundation size – 160 cubic yard, Type – Drilled Pier.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.

- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a site and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot-deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) – mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the “Site Plans” and document any deviations or violations.
- Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.
- Provide a structural engineering analysis for the MW antenna support structure (at the connecting site), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews.
- Perform medium clearing, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (14,400 square feet).
- Perform medium tree clearing (Trees up to 6-inch in diameter), grubbing and disposal of vegetation and shrub growth in a 15-foot-wide access road to the site (not to exceed 500 feet in length).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 10000 square feet).
- Supply and install gravel surfacing to a depth of 6-inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 7396 square feet).
- Provide a 15-foot-wide access road (not to exceed 500-feet in length), including surface grading and graveling.

- Provide silt fence around the compound to control soil erosion (not to exceed 320 linear feet).
- Supply and install 8-foot-high chain-link fencing with a ten-foot-wide gate around the shelter compound (not to exceed 320 linear feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and Install Shelter foundation and expansion diesel tank on the new 3-foot elevated site area for the 12' x 34' shelter and additional fuel tank.
- Supply and install one (1) prefabricated concrete shelter 12-foot x 34-foot (including 10-foot generator room).
- Supply and install one (1) 120/240-volt, 300-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 200 cable feet of the shelter.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions' R56 standards.
- Conduct one (1) 3-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Miami-Dade County, Florida.
- Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Tower Work

- Construct drilled pier type tower foundations including excavation, rebar, and concrete (not to exceed 160 cubic yards).
- Erect new 199-foot self-supported tower.
- Supply and install grounding for the tower base for self-supported towers.

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Install three (3) new 6-foot antenna mounts.
- Install two (2) Panasonic VIC100 GPS antennas with integrated Lightning Protection & Filtering.
- Install up to 660 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.
- Install two (2) antennas & lines provided by Homestead Police Department.
- Add connectivity for Homestead Police Department from FS72 to another joint HPD / MDFR site via the MDFR Nokia network.

Miscellaneous Work

- 40,000 de-frag tank to remove slurry and water removed from tower foundation during tower foundation construction and hauled to approved fill area for disposal.
- Spoils to be removed from site that is removed from tower foundation to approved fill area.
- Supply and install aboveground 500-gallon Convault double wall UL 142 carbon steel skid diesel tank with epoxy finish, 5-gallon waste oil receptacle, drain and screen with vent and

- accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.
- Enhanced Drone Airborne Response for Documentation of all new site locations.
 - Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
 - Photo Rendering of Tower on property.
 - Temporary Fencing around the base of the new tower.
 - Provide and Install PVC conduit or Inter Duct between the TELCO D-Mark and Extend the conduit up to 300-feet from shelter to proposed AT&T D-Mark for fiber and network installation by provider.
 - Provide and install concrete man box and provide and install 1,000 of PVC conduit back to main water line, tap and meter and provide water faucet to outside of shelter.
 - Drilled Pier foundations for the elevated platform to house the new RF shelter with generator and the additional fuel tank based on FEMA 100-year flood plain levels.
 - Engineer, Fabricate, ship and provide 20' x 50' steel platform to support and elevate the new RF shelter, generator and additional Convault fuel tank above the FEMA 100-year flood plain area for the location of the shelter.
 - Installation and erection of the new elevated shelter, generator and fuel tank platform 10-feet above ground grade to provide additional 2-feet.

5.7.6 Site Development at SW (Solid Waste)

Site Scope Summary

- Site Detail:
 - Antennas.
 - 48v DC.
 - Onan Cummins generator.
 - Additional Fuel Storage.
 - HVAC.
 - Microwave.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 150-foot Monopole.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is

determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Site Components Installation

- Construct one (1) concrete slab for 500-gallon aboveground diesel at 3000 psi with reinforcing steel necessary for foundations.
- Offload and Install 50KW diesel generator, fill subbase tank with 300-gallon of fuel and connect to ATS located within 25-feet of the generator. Existing generator foundation will be used to place the new generator and fuel tank.

Miscellaneous Work

- Provide portable generator and wire to main panel so that generator and ATS can be changed out without shutting down the site.
- Remove existing generator and LP fuel tank for the site and transport the generator to the County owned facility and identify with the LP provider if the tank belongs to the County or to the provider and make arrangements for the fuel and the tank to be removed.
- Remove the ATS and all associated wiring and install new ATS and reinstall wiring and contacts as well as block heater and battery charging circuits per manufacturer and per Motorola Solutions R56 Specifications.
- Startup of the new Diesel Generator and ATS and then cutover back from the portable generator to the new site diesel generator.
- Provide and install new Rheem HVAC air handling unit and compressor with line sets and charging and optimizing of system.
- UPS removal once DC Plant is brought online and supporting site equipment and Installation of a new HVAC unit.
- Enhanced Drone Airborne Response for Documentation of all new site locations.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Install a new EATON Integrated Manual Transfer and Cam Lock system in front of automatic transfer switch on shelter.
- Supply and install aboveground 500-gallon Convault double wall UL 142 diesel tank, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.

5.7.7 Site Development at PT (Palm Tower)

Site Scope Summary

- Site Detail:
 - UPS.
 - HVAC.
 - MW.
 - Antenna.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Perform an x-ray of the structure (up to 15 locations of three-square feet each) to determine the location of structural components and rebar sizing.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Existing Facility Improvement Work

- Install one (1) new single-phase UPS equipment and wire output to UPS distribution panel.

Miscellaneous Work

- Remove the existing Wall Mounted HVAC unit with crane and install a new split HVAC unit in its place on the wall with new thermostat, wiring and conduit as required.
- Start up the new HVAC split unit and bring online and set up to work with the existing Ducane HVAC unit. There is an existing wall mount unit on the wall of the Penthouse equipment room today and that is where the new HVAC unit is to go. If MDFR requires it can be changed to another wall mount unit.
- Provide and Install new Split HVAC unit.
- Logistics associated with Crane and HVAC and Palm Tower Ownership.

5.7.8 Site Development at Fire Station 54

Site Scope Summary

- Site Detail:
 - 48v DC.
 - Antenna.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 150-foot Monopole.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Existing Facility Improvement Work

- Supply and install one (1) 100-amp breaker panel with capacity for 20-circuits.
- Supply and install seven (7) 30-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.

Miscellaneous Work

- Remove the existing natural gas generator and ATS and replace with new Onan Cummins Diesel generator and ATS including boom truck, materials and labor to swap out the generator and ATS equipment.

- Provide temporary generator power to main panel so that you can keep Fire Station 54 online while the ATS and Generator are being swapped out.
- Fuel the new 300-Gallon Diesel skid tank up to 80% of capacity perform startup, optimize, test and cutover new generator and ATS.
- Install additional electrical conduit and wire to feed the new 100-amp panel from the main electrical room to the equipment room for the new DC Plant.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Supply and install aboveground 500-gallon Convault double wall UL 142 diesel tank with epoxy finish, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.
- Install a new EATON Integrated Manual Transfer and Cam Lock system in front of automatic transfer switch on shelter.

5.7.9 Site Development at TGK

Site Scope Summary

- Site Detail:
 - 48v DC.
 - HVAC.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna loads. No obtrusive investigations have been included.

- Perform an x-ray of the structure (up to 15 locations of three square feet each) to determine the location of structural components and rebar sizing.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Existing Facility Improvement Work

- Coordinate the installation of electrical sub feed with disconnect into the equipment room from adjacent existing motor room.
- Provide and install a new Split HVAC unit.
- Start-up new Split HVAC system and bring online and optimize with Thermostats, HVAC and Generators to operate as proposed.
- Relocate existing electrical circuits in existing panel and free up breaker spaces to provide electrical for new plant.
- New Electrical circuits from electrical panel located in adjacent mechanical room on roof for new Split HVAC system and provide and wire new disconnect and then to the new HVAC Compressor and Condenser.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Provide and Install new AC panel, conduit and wiring from generator protected panel for DC rectifier circuits.

5.7.10 Site Development at TG (Trail Glades)

Site Scope Summary

- Summary:
 - Onan Cummins generator.
 - Additional Fuel Storage.
 - 48v DC.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 350-foot self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity.

This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Labor, materials, and equipment required to replace existing LP Generator on platform with a new 50 KW Diesel Generator with 300-Gallon Skid Tank.
- Labor, materials, and equipment to exchange the existing ATS for a new ATS at the facility while using a backboard with circuits and outlets to change out the ATS and Generator while also keeping the site online.
- Installation of mechanical winch on the top wall of the platform so that diesel fuel tank hose can be raised to the fuel tank level to fill the diesel tank.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Provide and install new rectifier circuits.
- Supply and install aboveground 500-gallon Convault double wall UL 142 diesel tank, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from platform and up the platform support structure to the generator), pump, regulators, valves, gauges, testing of system for leakages.
- Install a new EATON Integrated Manual Transfer and Cam Lock system in front of automatic transfer switch on shelter.

5.7.11 Site Development at MICC (Miccosukee)

Site Scope Summary

- Site Detail:
 - UPS.
 - Vislink.
 - Additional equipment needed for relocation from ACDY (list Combiner & Antenna).
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 200-foot self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Antennas and Lines

- Install one (1) antenna(s) for the RF system.
- Supply and install one (1) 6-foot side arm(s) for antenna mounts.
- Install up to 230 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

Existing Facility Improvement Work

- Supply and install one (1) cable entry panel with 6-ports.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover.
- Core wall for new 6-port coax entry.

5.7.12 Site Development at Fire Station 36

Site Scope Summary

- Site Detail:
 - 48v DC.
 - HVAC.
 - Additional Fuel Storage.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 150-foot Monopole.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews.

Site Components Installation

- Construct one (1) concrete slab for 1000-gallon aboveground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.
- Supply and install one (1) 1000-gallon Liquid Propane (LP) fuel tank(s), fill it with fuel and connect it to the generator.
- Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50-feet of the tank.

Existing Facility Improvement Work

- Coordinate the installation of electrical sub-feed with disconnect into the equipment room.
- Supply and install one (1) 200-amp breaker panel with capacity for 30-circuits.

Miscellaneous Work

- Provide and install a new Split HVAC unit there is already an existing MDFR required Rheem HVAC unit in the equipment room.
- Start-up new Split HVAC system and bring online and optimize with Thermostats, HVAC and Generators to operate as required by MDFR.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Install additional electrical conduit and wire from the main electrical room to the equipment room for the new DC panel feed.
- New MOSCAD connectivity as per matrix.

5.7.13 Site Development at Fire Station 9

Site Scope Summary

- Site Detail:
 - New Shelter.
 - Onan Cummins generator.
 - Additional Fuel Storage.
 - HVAC.
 - 48v DC.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Clearing type – Medium.
- New power run – 200-feet, Electrical service type – Underground, 200-amp – 120/240-volt, single-phase.
- New shelter size – 12-foot x 26-foot.
- New fuel tank size – 300-gallons, Type – Diesel sub-base.
- New generator size – 50 kW, Type – Indoor.
- Existing tower to be used for antennas – 150-foot Monopole.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is

determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.

- Perform four-point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Perform Tower Mapping and antenna inventory to be able to conduct structural analysis for new required antennas and dish.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Preparation, submission and tracking of application for local permit fees (electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews.
- Perform tree clearing, grubbing and disposal of vegetation in the site compound area and a 20-foot path around it (3000 square feet).
- Cut and remove existing asphalt pavement, not to exceed 1000 square feet.
- Supply and install gravel surfacing to a depth of 6-inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 760 square feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Construct one (1) reinforced concrete foundation necessary for a 12-foot x 26-foot shelter.
- Construct one (1) concrete slab for 500-gallon aboveground diesel at 3000 psi with reinforcing steel necessary for foundations.
- Supply and install one (1) prefabricated concrete shelter 12-foot x 26-foot (including 10-foot generator room).
- Supply and install two (2) 120/240-volt, 200-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 200 cable feet of the shelter.
- Provide all trenching, conduit, and cabling necessary for underground hookup of telecom to the shelter from nearby utility termination.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions' R56 standards.
- Conduct one (1) 3-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Miami-Dade County, Florida.

Miscellaneous Work

- Relocate existing coax and waveguide to new RF shelter from Monopole, and terminate and test every line.

- Provide and Install PVC conduit or Inter Duct between the TELCO D-Mark and Extend the conduit up to 300-feet from shelter to proposed AT&T D-Mark for fiber and network installation by provider.
- Relocate existing RF equipment from top of Fire Station RF equipment room to new RF Shelter, power up, test and optimize, and bring online.
- Supply and install aboveground 500-gallon Convault double wall UL 142 carbon steel skid diesel tank with epoxy finish, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.
- Construct form over existing conduits from Fire Station to Monopole to shore up coax until shelter foundation is complete and coax has been relocated to new shelter. Once the coax has been moved to new shelter the conduits and remaining coax will be removed and concrete will be pumped in the area under the shelter foundation.
- This is critical site and the move to the new shelter will be done to minimize downtime.
- Private Locate on property to determine utilities.
- Removal of existing trees on property so that site can be constructed.
- New MOSCAD connectivity as per matrix.

5.7.14 Site Development at HWT (Homestead Wittkop Tank)

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 152-foot Water Tank.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.

- Provide tower mapping if necessary for the structural engineering analysis.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- UPS change out to same size UPS unit.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.15 Site Development at HRT (Homestead Racetrack Water Tower)

Site Scope Summary

- Site Scope Detail:
 - Antennas.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 150-foot Water Tank.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Provide and install new 100-amp service from existing panel and running new conduit and wire in the water tank to the existing RF room for new DC Plant installation.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS removal and DC Plant installation.
- Remove UPS and Install new UPS in equipment room. Transporting existing UPS down from equipment room within the water tank and then transporting the new DC plant and batteries up the stairs for location in the RF and Microwave equipment room located in the Water Tank.

5.7.16 Site Development at RNAS

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 150-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design antenna support platform to support proposed antennas and dishes if located on the parapet
- If located on the tower we will provide a structural engineering analysis for the MW antenna support structure (at the opposite end), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.

- Remove existing UPS and transport for proper disposal.
- Provide and install new rectifier circuits.
- New MOSCAD connectivity as per matrix.

5.7.17 Site Development at PRYD

Site Scope Summary

- Site Detail:
 - Antenna.
 - UPS.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 210-foot self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Perform Tower Mapping and Antenna Inventory for Structural Analysis prior to installing new antennas, lines and dish.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.

- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.18 Site Development at BMH

Site Scope Summary

- Site Detail:
 - West Channel.
 - Antennas.
 - UPS.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 190-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi-antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.19 Site Development at PGH (Palmetto Medical Center)

Site Scope Summary

- Site Detail:
 - Antennas.
 - Vislink.
 - UPS.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.20 Site Development at HH (Hialeah Hospital)

New air-conditioned cabinets will be installed and the existing equipment racks which house the RF and Microwave equipment will be re-installed inside the new air-conditioned cabinets. A new 48v DC power supply will be installed in place of the existing UPS.

Site Scope Summary

- Site Detail:
 - Air-Conditioned cabinets for existing RF, Microwave Equipment & Rectifiers:
 - ◆ All cabinets will have redundant AC's.
 - ◆ MOSCAD monitoring.
 - Antennas.
 - 48vDC.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 180-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Provide additional 100-amps of power to room to support three (3) outdoor cabinets to run the HVAC feed to the power source within the three (3) cabinets to be distributed out from the cabinet panel to DC Plant. Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS removal to DC plant.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required within the cabinets.
- Provide and Install rectifier circuits.
- Crane up the two (2) outdoor cabinets to the 2nd floor off set roof that, weigh estimated 650-pounds for each cabinet. Once the cabinets are on the 2nd floor offset roof, then lift and locate from the roof to the equipment room on the 2nd floor.

- Set up the cabinets and run the two (2) 100-amp power feeds to each cabinet for electrical distribution within the cabinets with the DC plant and batteries.
- Fabricate and install of new antenna mount on wall to extend antenna above cellular equipment located to the back of the antenna and shadowing the antenna.
- Relocate new Outdoor cabinets across the roof and into equipment roof and set up for equipment placement and electrical.
- Structural analysis for the new mounts to be raised on the wall of the facility; sealed and stamped for the State of Florida prior to fabrication.
- New MOSCAD connectivity as per matrix.

5.7.21 Site Development at PortMiami (PM)

New PEPRO 11'6" x 19' shelter which estimated weight empty will weigh 18,000-pounds, and be outfitted with electrical, HVAC and step-down transformer. Motorola Solutions will provide PVC conduits from ground floor IT room of the parking deck to the new equipment shelter and pull and terminate one (1) 24-strand single mode armored fiber optic cable. Motorola Solutions will provide PVC conduits for power from ground floor of the parking deck to the new equipment shelter.

Site Scope Summary

- Site Detail:
 - New TX / RX Site.
 - New Shelter.
 - 48v DC.
 - HVAC.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – MDRF responsibility.
- Zoning Services – MDRF Responsibility.
- New shelter size – 11'6"-foot x 19-foot.
- Existing Parking Deck Stairway Roof to be used for antennas – 154-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Design antenna mounts to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural

and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna loads. No obtrusive investigations have been included.
- Perform an x-ray of the structure (up to 15 locations of three square feet each) to determine the location of structural components and rebar sizing.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.
- Provide a structural engineering analysis for the MW antenna support structure (at the connecting site), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Mobilization and demobilization of crews.

Site Components Installation

- Construct one (1) reinforced concrete foundation necessary for an 11’6” x 19’ shelter.
- Supply and install one (1) prefabricated concrete shelter 11’6”-foot x 19-foot.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions’ R56 standards. Will interface to existing buildings grounding system.
- Conduct one (1) 3-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Miami-Dade County, Florida.
- Supply and install cable transition from shelter to parapet wall.
- Provide PVC conduits from ground floor IT room of the parking deck to the new equipment shelter, and pull and terminate one (1) 24-strand single mode armored fiber optic cable.
- Antenna and Transmission Line Installation
- Install four (4) UHF antenna(s), one (1) VHF antenna and two (2) Multi-band Discone antennas.
- Provide and Install mounts on the roof of the 11th floor stairways to be able to install the Rx and Tx antennas.
- Install two (2) Panasonic VIC100 GPS antennas with integrated Lightning Protection & Filtering.
- Install necessary quantity of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Miscellaneous Work

- Provide Crane and Install new 11' 6" x 19' Walk-in Shelter on the 11th floor of Port Miami Parking Deck.
- Stabilizers and footplates or shelter frame mounting to level, support and anchor down the new walk-in shelter to the 11th floor parking deck.
- New Electrical Run from the ground floor electrical room panel to the 11th floor of the parking deck and connect to the new electrical main disconnect for the Walk-In shelter.
- Fabricate, Galvanize and install new antenna mounts on the roof of the 11th floor stairwells for the Rx and Tx antennas. Any additional coring for mount installation and coax installation for antenna placement on the 11th floor stair well roofs on the Northeast and Southeast corners.
- Provide and install new PVC conduit and 000 stranded bare copper run from the 11th floor of the parking deck down the outside wall of the parking deck to earth for ground.
- Install a new ground at the base of the parking deck to the North side including exothermic welds (cad welds) and ground rods. This will require hand digging in the ground system because of existing utilities and grounds in that area of the parking deck and connect to the existing ground system around the parking deck that is currently there for the down grounds today.
- Provide and Install 24-count fiber in the new 2-inch conduit from the 11th floor MDFR RF shelter to the IT room located on the ground floor or 1st floor of the parking deck, terminate and test each fiber.
- Photo rendering of the new MDFR shelter placed on the roof of the Port of Miami Parking Deck 11th floor.
- Additional rigging and personnel required to install shelter on the roof of the parking deck.

5.7.22 Site Development at IC

Site Scope Summary

- Site Detail:
 - Microwave.
 - Antennas.
 - UPS.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 1100-foot Guyed Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.

- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.23 Site Development at Interama Tower (INT)

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 250-foot Lattice Tower.

Motorola Solutions Responsibilities:

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.

- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.24 Site Development at KEY (Key Biscayne)

Site Scope Summary

- Site Detail:
 - UPS.
 - West Channel.
- Engineering Services – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural

and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.25 Site Development at Coral Gables Fire Station 3 (CGFS3)

Site Scope Summary

- Site Detail:
 - Antenna.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 140-foot self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is

determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

5.7.26 Site Development at FHP

Site Scope Summary

- Site Detail:
 - Antenna.
 - UPS.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 100-foot Self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of

any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.27 Site Development at ROB (Robertson)

Site Scope Summary

- Site Detail:
 - Microwave.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 250-foot Self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of

any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

5.7.28 Site Development at Metropolis (MET)

Existing Building is being used for RF as well as Vislink and will require new UPS equipment.

Site Scope Summary

- Site Detail:
 - Antennas.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 300-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Existing Facility Improvement Work

- Supply and install one (1) cable entry panel with 4-ports.

5.7.29 Site Development at SDGC

Existing Building is being used for RF as well as VISLINK and will require new rack mounted UPS equipment.

- Site Detail:
 - Antenna.
 - UPS.
 - Vislink.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 100-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.
- Remove existing rack mounted UPS and replace new APC rack mounted UPS #2 6KVA UPS Swap out with Labor and replace the direct wiring with plug wiring for change outs in the future.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.30 Site Development at FIU

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.

- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.31 Site Development at Acqualina Site

- Site Detail:
 - Vislink.
 - Antennas.
 - UPS.
- Existing Building and being used for RF and will require new UPS equipment.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 450-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1,

subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna loads. No obtrusive investigations have been included.
- Perform an x-ray of the structure (up to 15 locations of 3 square feet each) to determine the location of structural components and rebar sizing.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS #2 6KVA UPS Swap out with Labor and replace the direct wiring with plug wiring for change outs in the future.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.32 Site Development at Homestead Air Reserve Base (HARB) Tower Site

Existing 160-foot self-supported tower and 12 x 16 shelter and we need to upgrade the UPS to a new 20 KVA UPS to replace the existing EATON UPS.

Site Scope Summary

- Site Detail:
 - New TX / RX Site.
 - UPS.
 - Antennas.
 - Microwave.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 160-foot Self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).

- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Perform 4-point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide a structural engineering analysis for the MW antenna support structure (at the connecting site), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Supply and install three (3) 6-foot side arm(s) for antenna mounts.
- Install two (2) Panasonic VIC100 GPS antennas with integrated Lightning Protection & Filtering.
- Install up to 510 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Miscellaneous Work

- Provide temporary wiring to change out the existing UPS and replace with new UPS and bypass switch. This will require electrical backboard, drop cords and technicians capable to locate existing RF equipment to temporary electrical and then once new UPS is in place relocate back on the new UPS.
- Provide and Install PVC conduit or Inter Duct between the TELCO D-Mark and Extend the conduit up to 300-feet from shelter to proposed AT&T D-Mark for fiber and network installation by provider.

5.7.33 Site Development at PSN Site

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 300-foot Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Task 1 – NEPA compliance/FCC checklist if the building is over 45-years old/eligible for National Register of Historic Places to determine how the proposed antenna location affects Historical Site or Excessive RF Radiation Exposure and prepare Cultural resource report.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Existing Facility Improvement Work

- Supply and install one (1) cable entry panel with 6-ports.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.34 Site Development at Hialeah Police Department Site (HPD)

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.

- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS #2 6KVA UPS Swap out with Labor and replace the direct wiring with plug wiring for change outs in the future.

5.7.35 Site Development at PFPL

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS #2 6KVA UPS Swap out with Labor and replace the direct wiring with plug wiring for change outs in the future.

5.7.36 Site Development at Fire Station 04

Site Scope Summary

- Site Detail:
 - Antennas.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

5.7.37 Applicable to all Site Development

- Motorola Solutions shall be responsible for complying with all applicable provisions of Florida law that relate to design and construction of public buildings and facilities including, but not limited to, Florida Statutes Sections 255.05, 255.20 and 287.055.
- All work shall be done during normal business hours, excluding County holidays) as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.). NOTE: MDFR may request a work stoppage, with no financial penalty, during a declared disaster.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola Solutions will seek excusable delays rather than risk job site safety.
- Motorola Solutions shall provide all the necessary parts, material, and services to deploy fully functional sites.

5.8 MDFR RESPONSIBILITIES & ASSUMPTIONS

MDFR Responsibilities Associated with MDFR Sites:

- As required, prepare and submit Electromagnetic Energy (EME) plans for any Miami-Dade existing site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is **MDFR's responsibility**.
- Pay for all utility connection, pole or line extensions, and any easement or usage fees required where the power is new or being upgraded.
- Reimburse Motorola Solutions for all utility connection, pole or line extensions, and any easement or usage fees required where the power is new or being upgraded.
- Authorize power connection to new sites with the power provider.
- All new utility installations shall be coordinated by Motorola, authorized by MDFR and located at jointly agreed to location within or around the new communications shelter or equipment room.
- The existing site has adequate room to expand and install the shelter, including lay-down and staging areas, without encroaching on wetlands, easements, setbacks, rights-of-way, or property lines.
- Review and approve site design drawings within 14 calendar days of submission by Motorola Solutions or its subcontractor(s). Should a re-submission be required, MDFR shall review and approve the re-submitted plans within 14 calendar days from the date of submittal.
- Pay for the usage costs of power, leased lines and generator fueling (except for first fill of new generators) both during the construction/installation effort and on an on-going basis.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola Solutions.
- As applicable (based on local jurisdictional authority), MDFR will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708.
- Provide property deed or lease agreement, and any existing boundary surveys, along with existing as-built drawings of the site and site components to Motorola Solutions for conducting site engineering or new sites and existing sites as required. Provide a right of entry letter from the site owner for Motorola Solutions to conduct field investigations.
- Negotiate with the site, tower or building owner for equipment placement, electrical and grounding required on protected generator power, HVAC required to keep equipment cool, antenna and microwave dish placement as well as routing of coax.
- For logistics purposes MDFR will be involved with Motorola Solutions project manager to work with site owners for construction schedules, access to place equipment on roofs and in facilities and access to elevators and stairways for this purpose.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide existing as-built structural and foundation drawings of the structure for Motorola Solutions to conduct a structural analysis.
- Allow for use of the existing support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room on existing rooftops and

existing tower locations and negotiate with site owners for installation and placement of this equipment so that it can be achieved by the project team.

- Allow for use of the existing support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room on existing rooftops and existing tower locations and negotiate with site owners for installation and placement of this equipment so that it can be achieved by the project team.
- Pay for any upgrade of the supporting structure (wall or tower) whether it be on a rooftop or an existing tower as necessary to accommodate the new antennas and dishes.
- Order power connection to new sites with the power provider and disconnect within the property line where the proposed equipment room is being located.
- On rooftops confirm that the building owner does not have an issue with the existing generator will be used to support any new or additional equipment and ancillary equipment loads.
- If required, MDFR will negotiate with existing building or tower owner for the removal of or relocation of existing facilities, equipment, or utilities to create space for the new site facilities and equipment.
- If required, provide any structural improvement necessary to house the equipment in the existing room.
- MDFR rescue will acquire access and approval to locate on the tower with their lines, antennas and dishes as well to use the existing shelter.

Assumptions Associated with MDFR Sites:

- All direct recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco or use of Fiber] will be borne by MDFR.
- All utility installations shall be coordinated by Motorola Solutions, ordered by MDFR, and located at jointly agreed to location within or around the new communications shelter or equipment room.
- MDFR shall provide utility transformer, transformer upgrades, line, or pole extensions.
- Ensure hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of MDFR.
- MDFR shall ensure that no improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.
- MDFR shall ensure that the existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10-ohms or less. Communication site grounding will be designed and installed per Motorola Solutions' R56 standards.
- MDFR shall ensure that the existing site has adequate room to expand and install the shelter, including lay-down and staging areas, without encroaching on wetlands, easements, setbacks, rights-of-way, or property lines assuming new fire stations are not built or under construction.
- AM tuning has not been included as a part of this scope of work. If it is required by the FCC for any reason to the parties shall negotiate a change order for the tuning effort required by FCC on AM towers. MDFR shall ensure that structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing, geotechnical borings or mapping of existing tower structural members for sites not owned by or controlled by MDFR or Miami-Dade County.
- The new shelter can be located within 20-feet of the existing tower location and the generator/fuel tank can be located within 25-feet of the shelter.
- Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate. Any trenches caused by heavy equipment will be graded.

- MDFR shall ensure that the new sites (FS18, FS71 and FS72) will have adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- MDFR shall ensure that underground utilities are not present in the construction area and as such, no relocation will be required.
- MDFR shall ensure that the tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola Solutions has not included any cost for structural or foundation upgrades to the antenna support structure but has included scope and cost to conduct tower mapping and structural analysis as provided on a site-by-site basis in the scope.
- Alarming at existing sites will be configured per the MOSCAD matrix. As required at lease sites and building roof tops MDFR, in conjunction with the Motorola Solutions PM, will be required to work with site owner to finalize upgrades and approvals as required to ensure that work, upgrades and engineering have been approved by the site owners prior to Motorola Solutions conducting said work.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- As required at lease sites and building roof tops MDFR will be required to work with site owner to finalize approvals as required to ensure that work, and engineering have been approved by the site owners prior to Motorola Solutions conducting said work.
- Foundations for the compound, shelter, generator and fuel tank are based "normal soil" conditions as defined by TIA/EIA 222-H. Footings deeper than 30-inches, raised piers, rock coring, dewatering, hazardous material removal or wetland mitigation. Motorola Solutions' pricing is conditioned upon the ability of Motorola Solutions to complete the project at the prices set forth herein.
- Motorola Solutions, on the 12th month after Notice to Proceed (or Purchase Order) from the County, may request a one-time price adjustment for construction costs, valued at \$12,500,000.00. Utilizing the Consumer Price Index (CPI), percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI- U): https://www.bls.gov/regions/mid-atlantic/data/consumerpriceindexhistorical_us_table.htm Should the inflation rate increase greater than 4% during the 12-month after NTP/PO, Motorola shall have the right receive a price increase for the amount of construction costs that exceed 4%. Motorola shall receive this cost relief from the County by way of a change order.

5.8.1 Install Fixed Network Equipment

Motorola Solutions Responsibilities:

- Motorola Solutions shall be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete, and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA)/Transport Canada, and FCC standards and regulations/Industry Canada.
- For installation of the fixed equipment at the various sites, Motorola Solutions will furnish all cables for power, audio, control, and radio transmission to connect the Motorola Solutions-

supplied equipment to the power panels or receptacles and the audio/control line connection point.

- During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.
- Receive and inventory all equipment. Provide warehousing for equipment as shipped.
- Bond the supplied equipment to the site ground system in accordance with Motorola Solutions' R56 standards.

Motorola Solutions shall provide initial equipment storage, up to six months for each sub-project. Equipment ship dates will be agreed upon between Motorola Solutions and MDFR, if the equipment cannot be delivered to its destination within 6-months, due to "no fault" by Motorola Solutions, MDFR shall pay for the additional storage cost. If equipment cannot be delivered to its destination, due to Motorola Solutions delays the storage costs shall be Motorola's responsibility.

Aventura Hospital:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Six (6) GTR 8000 Base Radios.
- Two (2) TX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- TX / RX Antenna System added to Emergency Room area.
- One (1) SDM3000 RTU.
- Six (6) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- ASM Monitoring.

Fire Station 18:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Six (6) GTR 8000 Base Radios.
- Two (2) TX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Six (6) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- New Communications Shelter & Onan Cummins generator.
- 199-foot Self-Supporting Lattice Tower.
- ASM Monitoring.

Fire Station 71 (Eureka):

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Five (5) GTR 8000 Base Radios.
- Two (2) TX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Five (5) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- New Communications Shelter & Onan Cummins generator.
- 199-foot Self-Supporting Lattice Tower.
- ASM Monitoring.

Fire Station 72 (Florida City):

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Five (5) GTR 8000 Base Radios.
- Two (2) TX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Five (5) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- New Communications Shelter & Onan Cummins generator
- 199-foot Self-Supporting Lattice Tower.
- ASM Monitoring.

PortMiami:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Nine (9) GTR 8000 Base Radios.
- Three (3) UHF and one (1) VHF TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression, etc.
- One (1) UHF RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Two (2) Discone Antennas.
- One (1) SDM3000 RTU.
- Nine (9) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- ASE provided by MDFR.

- Conduits and dark fiber provided by Motorola Solutions.
- 48 VDC Plant.
- ASM Monitoring.

Homestead Air Reserve Base:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Five (5) GTR 8000 Base Radios.
- Two (2) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Five (5) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- ASE provided by MDFR.
- Up to 200-feet of Conduit to meet AT&T.
- UPS.
- ASM Monitoring.

Antenna System Monitoring

Included in this purchase is the implementation of Antenna System Monitors (ASM) at the six new sites (Aventura, Port of Miami, and Fire stations 18, 71 and 72 and HAFB).

Motorola Solutions Responsibilities

- Sweep all antenna lines. (Any faulty antennas & lines will need to be replaced via a separate quote).
- Rack-mount the ASM and connect to MOSCAD or network for monitoring. MOSCAD and Monitoring service are not included in this scope.
- Insert ASM coupler between each antenna and combiner.
- Program the ASM.
- Optimize the antenna network and create a "known-good" baseline.
- Tweak thresholds to prevent false alarms from minor fluctuations.
- Interface to MOSCAD.
- Interface to Fire Network via NOKIA SAR-8.

MDFR Responsibilities:

- None.

MOSCAD / UEM Alarms

Motorola Solutions shall add and install all connectable alarms to the six new MDFR sites (Aventura Hospital, PortMiami, Fire Stations 18, 71, and 72 and HAFB) to standardize the alarms across all sites. The alarm count will vary based on the equipment located at each site. Alarm contact cannot exceed the SDM limitation.

NOTE: Full alarming may not be achievable at sites not under control or ownership of MDFR.

NMO monitoring or FSO initiated service call outs are available outside of the scope of this project via the MDFR Maintenance Agreement.

Alive Antennas

Heavier duty mounting hardware is required for the metal dipole antennas. Structural analyses are included and are required at all of the sites that are changing from fiberglass antennas to metal dipole antennas. What is quoted for installation cost assumes a passing the structural analyses.

The below items are included in the following cost:

- Antennas (credit is given for failing Sinclair antennas that were improperly mounted inverted).
- A credit will be given for anywhere that an Alive antenna cannot be mounted and a Fiberglass RFI antenna is installed as a substitute.
- Mounting Hardware:
 - Metal dipole antennas require different mounting hardware).
 - All antennas will have tiebacks where possible.
- Structural Analysis.
- Water Tower Mapping.
- Permitting.
- Mobilization & Installation Cost.
- Project Management.
- Central channel on dedicated antennas (MIA & CAB) will be configured to match the FCC ERP (maximum available, with a TPO of 110W).

Assumptions & Caveats:

- All pricing assumes a passing Structural Analysis.
- Failing structural analysis that require structural remediation will require a Change Order.
- Antennas mounted on Water Towers and Buildings will not have a top-mount antenna tieback.
- Antennas mounted on Monopoles where the height of the top of the antenna exceeds the structure's height will not have a top-mount tieback.
- Quote assumes three (3) mobilizations.
- Additional mobilizations driven by MDFR will add cost.
- Pricing for building sites assumes existing antenna mounts are uniform (dissimilar mounts will require additional structural analysis).
- Spare antennas will be stored at an MDFR location.
- For West Channel Build-out:
 - Motorola Solutions assumes combiner redesign will not require another antenna (MET HWT,).
 - Motorola Solutions assumes sites with rack space (as off 10-15-21) MET, HWT, HRT, BMH, CGFS3.
 - Sites without rack space (as off 10-15-21) and will require a wall mount that will not be ideal for servicing and require site owner approval (KEY, PFPL, CGFS3, FHP, FS4).
 - Motorola Solutions assumes power outlets are available and the HVACs are adequate.
 - Motorola Solutions will provide a new antenna/line and line at KEY, PFPL, HRT assuming a passing structural analysis.

- FS55 is maxed out and another antenna cannot be added we assume the combiner redesign will be sufficient.

Table 5-2: Summary of Sites – Sub-Optimal Antenna Replacements

Sites	Type	Total Antennas	Expansion Ant.	TX Ant	RX Ant	Replace Bad	Invert Bad	Replace Working	Spare
AQ	Building	3	0	1	1	1	0	1	1
CAB	Building	6	1	4	1	2	0	3	0
CT	Building	1	0	0	1	1	0	0	0
FIU	Building	2	0	1	1	1	0	1	0
FS09	Monopole TWR	3	0	2	1	0	2	1	0
FS37	TWR Concrete Pole	2	0	0	1	0	1	0	1
FS55 *	Monopole TWR	0	0	1	1	0	0	0	0
FS68	Monopole TWR	3	0	2	1	0	2	1	0
FS69	Monopole TWR	1	0	0	1	1	0	0	0
HRT	Water TWR	3	0	2	1	1	0	2	0
HWT	Water TWR	4	0	3	1	1	0	3	0
IC	Guy Tower	2	0	1	1	2	0	0	0
MET	Building	5	0	3	1	2	0	2	1
MIA	Building	4	1	2	1	2	0	1	0
PT	Building	2	0	0	1	1	0	0	1

*FS55 Antennas were covered in the project that is currently underway and are not being charged for as part of this project.

Cost of Antennas and Mounting Hardware

Table 5-3 below is the cost of the antenna hardware with credit applied to those sites for the Sinclair fiberglass antennas that were improperly installed inverted.

Table 5-3: Sub-optimal antenna summary.

Sites	New Antenna	New Antennas Price	Credit for Improperly Installed Sinclair Antennas	Cost to MDRF after Credit
HWT	GD4V80 Alive Dipole (Two Mounting points needed)	\$18,605.12	\$0.00	\$18,605.12
HRT	GD4V80 Alive Dipole (Two Mounting points needed)	\$14,203.84	\$0.00	\$14,203.84
FS09	GD4V80 Alive Dipole (Two Mounting points needed)	\$25,203.84	\$4,160.00	\$21,043.84
FS68	GD4V80 Alive Dipole (Two Mounting points needed)	\$25,203.84	\$4,160.00	\$21,043.84
FS69	GD4V80 Alive Dipole (Two Mounting points needed)	\$11,067.95	\$0.00	\$11,067.95
FS37	DSCOL410-470 RFI Collinear	\$15,469.23	\$2,080.00	\$13,389.23
MIA	GD4V80 Alive Dipole (Two Mounting points needed)	\$14,203.84	\$0.00	\$14,203.84

Sites	New Antenna	New Antennas Price	Credit for Improperly Installed Sinclair Antennas	Cost to MDFR after Credit
CAB	GD4V80 Alive Dipole (Two Mounting points needed)	\$23,673.07	\$0.00	\$23,673.07
MET	DSCOL410-470 RFI Collinear	\$23,339.73	\$0.00	\$23,339.73
AQ	GD4V80 Alive Dipole (Two Mounting points needed)	\$14,203.84	\$0.00	\$14,203.84
FS55	GD4V80 Alive Dipole (Two Mounting points needed)	\$12,000.00	\$0.00	FS55

Table 5-4: Summary of Sites – Site Types & Tiebacks

Sites	Type	Tiebacks
HWT	Water TWR	Water Tower – Tie backs not possible
HRT	Water TWR	Water Tower – Tie backs not possible
FS09	Monopole TWR	RX not possible (top of tower) / TX included
FS68	Monopole TWR	RX not possible (top of tower) / TX included
FS69	Monopole TWR	RX not possible (top of tower) * tiebacks
FS37	TWR Concrete Pole	Not needed / fiberglass antennas
MIA	Building	Likely not possible / antennas on top of roof, difficult to brace / affects antenna pattern
CAB	Building	Likely not possible / antennas on top of roof, difficult to brace / affects antenna pattern
MET	Building	Not needed / fiberglass antennas
AQ	Building	Likely not possible / antennas on top of roof, difficult to brace / affects antenna pattern
PT	Building	Likely not possible / antennas on top of roof, difficult to brace / affects antenna pattern
FIU	Building	Likely not possible / antennas on top of roof, difficult to brace / affects antenna pattern
FS55	Monopole TWR	RX not possible (top of tower) / TX included

Cost of Implementation

Below is the cost of the installation of the antennas including the below costs:

- Structural Analysis.
- Water Tower Mapping.
- Permitting.
- Mobilization & Installation Cost.
- Project Management.
- Mounting Hardware (metal dipole antennas require different mounting hardware).

Table 5-5: Summary of Sites – Sub-optimal Antenna Replacements

Sites	Installation Cost	Installation Credit	Cost to MDFR after Credit
HWT	\$28,037.23	\$0.00	\$28,037.23
HRT	\$28,037.23	\$0.00	\$28,037.23

Sites	Installation Cost	Installation Credit	Cost to MDFR after Credit
FS09	\$18,303.89	\$4,500.00	\$13,803.89
FS68	\$19,237.23	\$4,500.00	\$14,737.23
FS69	\$13,770.56	\$0.00	\$13,770.56
FS37	\$16,270.56	\$2,500.00	\$13,770.56
MIA	\$15,335.08	\$0.00	\$15,335.08
CAB	\$20,668.41	\$0.00	\$20,668.41
MET	\$23,468.41	\$0.00	\$23,468.41
AQ	\$23,468.41	\$0.00	\$23,468.41
FS55	\$8,826.67	\$0.00	\$8,826.67

Table 5-6: Summary of Sites – Legacy Antenna Replacements

Summary of Sites – Legacy Antenna Sites	Type	Total Antennas	TX Ant	RX Ant	Spare
CGFS3	Lattice Tower	1	0	1	0
CT	Building	1	0	1	0
EWT	Building	1	0	1	0
FHP	Lattice Tower	1	0	1	0
FS04	Monopole TWR	1	0	1	0
FS36	Monopole TWR	3	2	1	0
FS54	Monopole TWR	2	1	1	0
HH	Building	2	1	1	0
HPD	Lattice Tower	1	0	1	0
HQ (Spares)		2	0	0	2
INT	Lattice Tower	2	1	1	0
JMH	Building	1	1	0	0
K&B	Lattice Tower	3	2	1	0
MDY	Lattice Tower	1	1	0	0
MIC	Lattice Tower	1	0	1	0
PFPL	Lattice Tower	1	0	1	0
PGH	Building	1	0	1	0
PSN	Lattice Tower	2	1	1	0
PT	Building	1	0	1	0
PVP	Lattice Tower	1	0	1	0
PYRD	Lattice Tower	1	0	1	0
RNAS	Lattice Tower	3	2	1	0
SDGC	Lattice Tower	1	0	1	0
SW	Monopole TWR	3	2	1	0
T41	Lattice Tower	3	2	1	0
TG	Lattice Tower	4	3	1	0
TGK	Building	3	2	1	0

Summary of Sites – Legacy Antenna Sites	Type	Total Antennas	TX Ant	RX Ant	Spare
Total		47	21	24	2

Motorola Solutions will replace all existing UHF antennas unless otherwise noted. If any antennas were not accounted for, it will be Motorola Solutions’ responsibility to provide and install them at no additional cost to MDFR.

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.

5.8.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by MDFR.

5.8.3 Microwave Installation

Motorola Solutions shall provide for seven (7) new individual hops to the existing microwave network. The topology below shows the seven (7) new microwave hops branching from the core ring sites and replacing a core tri-channel link from K&B to TG. The TG to MIC hop is proposed a single MPLS channel (OC3 Not included). Each microwave hop is designed as 30MHz/128QAM with a link capacity of 155Mbps. The design includes, three (3) 6 GHz MHSB, two (2) 6 GHz MHSB/SD and two (2) 11 GHz MHSB hops with the traffic being all Ethernet. Each site, where space exists, will get new equipment racks, IRU600v4 microwave radio, INUe with supporting modem cards (RAC 70), Ethernet cards (DAC GE3), and AUX cards modules as well as antennas, waveguide, dehydrators, batteries and chargers for the microwave equipment. Motorola Solutions will confirm with MDFR, site-by-site, whether equipment is installed in a new or existing rack.

Motorola Solutions shall provide for 15 new spur hops to the existing microwave network. The topology below shows the 18 proposed microwave hops branching from the core ring sites. Each microwave hop is designed as single 30MHz/128QAM channel with a link capacity of 155Mbps. The design includes, ten (10) 6GHz MHSB, one (1) 6GHz MHSB/SD and four (4) 11GHz MHSB hops with the traffic being all Ethernet. Each site will be provisioned with new equipment racks, IRU600v4 microwave radios, INUe’s with supporting modem cards (RAC 70), Ethernet cards (DAC GE3), and AUX cards modules as well as antennas, waveguide, dehydrators, batteries and chargers for the microwave equipment.

5.8.4 Microwave Path Survey, Frequency Planning and Licensing

The microwave path survey shall include the following services:

- Identify geographical location of sites and antenna, waveguide length and tower requirements.
- Verify path clearance objectives for each of the paths from existing or new tower locations.
- Document obstruction, critical points, and reflection points in each of the paths.
- Verify tower coordinates and site elevations.
- Establish coordinates and height requirements for new towers, as needed for governmental agency registration and licenses.

- Confirm antenna centerlines and waveguide length requirements. Catalog antennas on the existing structures noting any space limitations in the survey report. A review of the tower for new antenna design space limitations specific to this project only but will not perform a complete tower audit.
- Perform frequency coordination based on available FCC records to reduce the potential for interference between internal or external radio sources on a given system or network.
- Prepare the FCC License Application Form 601 with the appropriate technical data. Information such as site location, radio type, and frequency will be listed. Aviat Networks will complete and submit the Construction Complete Form 601 online via FCC Universal Licensing System (“ULS”).
- File Antenna Structure Registration (“ASR”) form for towers over 200-feet.

The paths have been designed utilizing UXA6-U57AC and UXA4-U57AC (Ultra-High-Performance Dual-Polarization Antennas). Deploying Dual-Polarization antennas allows flexibility to deploy both vertical and horizontally polarized channels based on the results of frequency coordination and offers excellent side lobe suppression to help mitigate interference. The UXA6 series of antennas offers high XPD (Cross Polarization Discrimination) of 40 dB and with the high wind kit can support wind speeds up to 155-mph.

The system design and associated RF frequency plan as proposed is preliminary, subject to path survey verification, frequency coordination / FCC licensing and final path engineering results.

Design:

- Final equipment list.
- Final path calculations and path profiles.
- Site-specific diagram (RP’s and wiring diagrams).
- DS0 traffic plans.
- DS1/DS3/OC3 traffic plans.
- IP traffic plans.
- NMS plan.
- Synchronization plan.
- DC power calculations.
- Traffic cutover plan and method of procedure.
- Field acceptance test plan.

Installation Services:

At each location as described in the system description, the following will be provided and installed:

- Antenna system.
- Transmission line.
- Hanger kits and ground kits.
- Waveguide or coax boots at entry plates.
- Lightning protector at entry points.
- Bracing supports.
- Pressurization equipment.
- Terminate and label waveguide or coax runs.
- Indoor equipment and rack.
- Antenna alignment.
- Standard tower leg pipe mounts.

- Any required steel support members for side braces.
- Antennas and radomes at specified centerlines.

Indoor Equipment and Rack Installation:

- Cable ladders or trays.
- New racks in specified locations.
- Bracing supports.
- Pressurization equipment.

AC/DC Power Equipment and/or Ground Installation:

- Provide and install DC circuit breakers to support Aviat Networks equipment.
- Provide and install charger racks.
- Provide and install battery into charger rack or on floor as required.

Field Integration Services

- Integrate Aviat Networks microwave equipment.
- Integrate rack ground-to-ground distribution in shelter.
- Integrate DC wiring to specified distribution panels.
- Integrate payload wiring to designated demarcation.
- Integrate Ethernet wiring to designated demarcation.
- Integrate alarm contacts to designated demarcation.
- Integrate battery wiring to designated chargers.
- Connect radio antenna ports to waveguide flex sections.
- Set dehydrator pressure to 4psi.
- Install and integrate NMS software into Motorola Solutions' radio network as required.
- Customize NMS alarm designations.

Antenna testing Services at each location will include the following:

- Perform antenna system test.
- Measure return loss and distance-to-fault of waveguide terminated at antenna within antenna frequency range.
- Verify airtightness, by turning pressurization valve off for 4 hours and measuring pressure drop on each line (<0.5 PSI).
- Perform DC power system test.
- Measure charger floating/equalization voltages.
- Measure voltages on each battery cell.
- Verify charger/battery switching.
- Perform microwave equipment test.
- Perform transmit power output test.
- Perform receive signal level test.
- Perform receiver threshold (fade margin) test.
- Perform transmitter/receiver switching test.
- Perform Layer 1 link aggregation test.
- Perform Ethernet test.
- Perform AUX alarm/data card test.
- Perform dehydrator test.
- Perform 1-hour BER test on primary radio and 1-hour BER test on standby radio.

System Test:

- Perform network continuity test.

- Perform 12-hour BER test on primary side.
- Perform 12-hour BER test on standby side.
- Schedule cutover of all complete traffic immediately following installation.
- Transfer circuit wiring.
- Verify integrity of circuits being cutover.
- Perform traffic cutover.

MDFR Responsibilities:

- None.

Completion Criteria:

- Microwave Equipment installation completed, and system optimized.

5.8.5 DC Installation

The sites that have quoted 48V DC power systems will have the following installation tasks completed.

Table 5-7: 48v DC sites.

Need Title
Aventura
FS 09
FS 18
FS 36
FS 54
FS71 (Eureka)
FS72 (Florida City)
HH
HMS (Vislink only)
K&B
PortMiami
SW
TG
TGK

1. Install one (1) Eltek 500A Flatpack2 DC power system and secure to the cement floor.
2. Install up to three (3) 48V SBSXL Energys Battery strings on battery trays located in same rack as the DC Power System.
3. Install one (1) 12KVA Inverter on DC System. Cable with two (2) #2/0 AWG cable per polarity to provided breakers on DC System distribution. Each cable not to exceed 10-feet each. Equipment that can be powered by 48v DC will be powered by DC.
 - A. Equipment Directly Powered by DC:
 - i. GTR8000.
 - ii. MPLS.
 - iii. MLC8000 (AGU).
 - iv. MOSCAD SDM.

- v. TRAK (GPS).
 - vi. GGM8000.
- B. Equipment Directly Powered by an AC Inverter:
- i. GPW8000.
 - ii. QUANTAR.
 - iii. Other TX GE Radio.
 - iv. Tenser (Channel Bank).
 - v. MLC8000.
 - vi. VGU.
 - vii. Hospital RX Radios.
 - viii. Control Station.
 - ix. Test Mobile.
 - x. Audio Bridge.
 - xi. CSCI.
 - xii. Switch.
 - xiii. Fiber Link.
 - xiv. ASE Avaya Switch.
 - xv. APM.
 - xvi. ASTRO-TAC Voter.
4. Test Equipment.
5. Install one (1) #4/0 System Ground cable from the DC Power System to the Master Ground Bar on Eltek provided auxiliary brackets. It is also assumed that Maximum cable length not to exceed 35-feet total per cable.
6. Install one (1) #1/0 Aisle Ground Feeder cable from the MGB to the Power System rack. Maximum cable length not to exceed 35-feet total.
7. Install one (1) #2AWG Frame Ground whips down to the lower part of the power system rack. Maximum distance for each cable not to exceed 10-feet.
8. Install #2AWG Frame Ground whips for the Power System relay rack, Rectifier Chassis, inverter and battery trays to the #1/0 Aisle Ground Feeder via H-Tap connection. Each cable length not to exceed 3-feet total.
9. Install six (6) 100A circuits inside corrugated tubing on top ladder rack from DC power system to Trimm breaker panels mounted in rack. One (1) 2AWG cable per polarity for each circuit. Each cable not to exceed 35-feet.
10. Install two (2) 10A and two (2) 5A circuits from Trimm breaker panels mounted in rack down to equipment within the same rack. One (1) 14AWG cable per polarity for each circuit. Each cable not to exceed 10-feet.
11. Install six (6) 30A circuits from Trimm breaker panels mounted in rack down to equipment within the same rack. One (1) 10AWG cable per polarity for each circuit. Each cable not to exceed 10-feet.
12. Provide and install four (4) 30A AC circuits to new rectifier system. Circuits shall be connected with seal-tight flex connection from jBox located above equipment rack. Circuits will be installed in metal conduit back to the panel. Circuits will be original from existing panel within 35-feet.
13. Provide and install two (2) new 70A, 120VAC feeders from existing panelboard to new inverter.
14. Provide and Install one (1) new 100A panelboard for the load circuits of new inverter. The new panel shall be mounted on the nearest available wall space to the rack

containing the new inverters. The panel shall be fed with a 100A 120V circuit from the inverters. Cable length not to exceed 35-feet. No load wiring from new panel is included.

15. Permit fees for AC work is included. Detailed engineering drawings are included.
16. Install alarm cabling from DC Power system to MOSCAD.
17. Install Flatpack2 rectifiers and blank covers.
18. Turn up DC Power System; adjust/verify proper settings, operation, and provide report to MDFR.

5.8.6 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by MDFR.

5.9 SYSTEM OPTIMIZATION

5.9.1 Optimize System FNE

Motorola Solutions Responsibilities:

- Motorola Solutions and its subcontractors optimize each subsystem.
- Verify that all equipment is operating properly, and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.

MDFR Responsibilities:

- None.

Completion Criteria:

- System FNE optimization is complete.

5.9.2 Link Verification

Motorola Solutions Responsibilities:

- Perform test to verify site link (Microwave and ASE) performance, prior to the interconnection of the Motorola Solutions-supplied equipment to the link equipment.

Completion Criteria:

- Link verification successfully completed.

5.9.3 Optimization Complete

- System optimization is completed. Motorola Solutions and MDFR agree that the equipment is ready for acceptance testing.

5.10 TRAINING

Motorola Solutions Responsibilities:

- No training has been included in this scope of work.

5.11 AUDIT AND ACCEPTANCE TESTING

5.11.1 Perform R56 Installation Audit

Motorola Solutions Responsibilities:

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' Standards and Guidelines for Communication Sites (R56).

MDFR Responsibilities:

- Witness tests at MDFR's option.

Completion Criteria:

- All R56 audits successfully completed.

5.11.2 Perform Equipment Testing

Motorola Solutions Responsibilities:

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola Solutions (or MDFR) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

MDFR Responsibilities:

- Witness tests at MDFR's option.

Completion Criteria:

- Successful completion of equipment testing.

5.11.3 Perform Functional Testing

Motorola Solutions Responsibilities:

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola Solutions, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to MDFR for review.
- Resolve any minor task failures before Final System Acceptance.

Note: No coverage testing has been included.

MDFR Responsibilities:

- Witness tests at MDFR's option.

Completion Criteria:

- Successful completion of the functional testing.
- MDFR approval of the functional testing.

5.11.4 System Acceptance Test Procedures (Milestone)

- MDFR approves the completion of all the required tests.

5.12 FINALIZE

5.12.1 Cutover

Motorola Solutions Responsibilities:

- Motorola Solutions and MDFR develop a mutually agreed upon cutover plan(s) based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

MDFR Responsibilities:

- Attend cutover meetings and approve, at MDFR's discretion, the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.

Completion Criteria:

- Successful migration from the old system to the new system.

5.12.2 Resolve Punchlist

Motorola Solutions Responsibilities:

- Work with MDFR to resolve punch list items documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

MDFR Responsibilities:

- Assist Motorola Solutions with resolution of identified punch list items by providing support, such as review and approval of the resolved punch list item(s).

Completion Criteria:

- All punch list items resolved by Motorola Solutions and approved by MDFR.

5.12.3 Transition to Service/Project Transition Certificate

Motorola Solutions Responsibilities:

- Review the items necessary for transitioning the completed portions of the project to warranty support and service.
- Provide a MDFR Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.
- Provide a Transition to Service Certificate when subsystem has been installed and tested.

MDFR Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- All service information has been delivered and approved by MDFR.

5.12.4 Finalize Documentation

Motorola Solutions Responsibilities:

- Provide as-built system manual in electronic form, both native files and PDF format. The documentation will include the following:
 - System-Level Diagram.
 - Site Block Diagrams.
 - Site Floor Plans.
 - Site Equipment Rack Configurations.
 - Antenna Network Drawings for RF Sites.
 - ATP Test Checklists.
 - Antenna Sweeps.
 - Functional Acceptance Test Plan Test Sheets and Results.
 - Equipment Inventory List (including serial numbers).
 - Structural Analyses / Material Testing i.e., Concrete.
 - Permit / Inspection Documents Signed.
 - Entitlements & Codes.

Drawings are created utilizing AutoCAD design software and will be delivered in PDF format. All other system manual documents converted from native format to PDF format to be provided.

MDFR Responsibilities:

- Receive and approve all documentation provided by Motorola Solutions.

Completion Criteria:

- All required documentation is provided and approved by MDFR.

5.12.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from MDFR.

5.13 APX NEXT PORTABLES, APX MOBILES & SIERRA WIRELESS MODEMS

This Statement of Work (SOW) defines the principal activities and responsibilities of all parties for implementing the APX NEXT Portable radios and APX mobile radios. Motorola Solutions shall deliver the proposed APX NEXT Portable radios and APX Mobile radios directly to an MDFR designated location. This SOW can be used by the MDFR Communications Division to guide the deployment process and coordinate the activities of Communications Division resources and teams. Motorola Solutions' project manager will work closely with MDFR's project manager during the detailed design review to clearly communicate the required deployment activities and schedule tasks involving MDFR resources.

The scope of the subscriber equipment project is limited to supplying the contracted equipment and software as described herein. Motorola Solutions will be responsible for all programming and installation of the 100 mobiles and 2300 portables.

5.13.1 Subscriber Installation

5.13.1.1 Program and Install Mobiles & Sierra Wireless Modems

Motorola Solutions Responsibilities:

- Program test mobiles with each template version and activate them on the system.
- Pass all features and functionalities of the mobile template.
- Program all the mobiles, as identified in the equipment list, in accordance with MDFR-approved programming templates, client software, and fleet map.
- Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.
- Re-terminate existing antenna cables to change from Mini-UHF to QMA connectors to connect to the APX 8500 mobiles. In cases where the cable may not be long enough, an adapter cable may be used to make the connection.
- The following guidelines shall be utilized during installation:
 - Installations utilize the standard mobile mounting hardware provided with the type of unit.
 - Obtain main power leads from a voltage source as supplied in the mobiles.
 - Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. Install the antennas on the roof, where practical, on the new antenna installations.
 - The radio shop will determine an alternative location whenever the antennas cannot be installed on the roof.
 - Plug the old antenna hole with an appropriate NMO rubber metal cap over the existing NMO connector plug if the antenna requires a new location on the vehicle. The existing cable will remain in place.
 - Remove the existing mobiles from the vehicles at the time of installation of new radios (if included).
- Deliver units to authorized MDFR personnel.

MDFR Responsibilities:

- Approve Mobile programming.

5.13.1.2 Program and Distribute Portables

Motorola Solutions Responsibilities:

- Upon receipt of portables, a MDFR-authorized signatory acknowledges receipt of all portables and accessories and proper operation of a sampling of portables.
- Distribute the portables to end users.
- Program test portables with each template version and activate them on the system.
- Program all the portables, as identified in the equipment list, based upon MDFR approved programming templates, client software, and fleet map.
- Deliver units to authorized MDFR personnel.
- Input all radio data, including but not limited to alias, radio ID, ESN, IMEI etc. into MCM.
- Input all radio data, including but not limited to alias, radio ID, ESN, IMEI etc. into the Motorola Provisioning Manager.
- Provision APX NEXT radios for end-user operation and deployment via Radio Central.
- Provision APX NEXT radios and CommandCentral Aware for Mapping and Messaging.

MDFR Responsibilities:

- Approve APX NEXT Portable programming.

5.13.1.3 Cutover

MDFR Responsibilities:

- MDFR will develop a cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address how to mitigate technical and communication problems impact on users during cutover and general operation of the system.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- Ensure that all Subscriber users are trained and the Subscribers have been activated on the system.
- Input subscriber information into the system database for activation.

Motorola Solutions Responsibilities:

- Provide support and materials to assist MDFR in the development of end-user training.
- Develop a transition plan to migrate to the new radio platform.

5.13.1.4 Transition to Service/Project Transition Certificate

Motorola Solutions Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.
- Provide serial numbers, ESN's and IMEI #'s (where applicable) for all subscriber equipment being sold.

MDFR Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- All service information has been delivered to and approved by MDFR.

5.13.1.5 APX NEXT Portable Radios Warranty Services

The APX NEXT Portable radios include Motorola Solutions' APX NEXT Device Managed Service with Accidental Damage Plan. This plan includes:

- Standard Hardware Repair
- RadioCentral cloud-based tool with batch programming capabilities.
- MyView portal with device service dashboards.
- Device Software Maintenance.
- Technical Support.
- Comprehensive Hardware Repair of Accidentally Damaged radios.

The plan is effective for ten years (from date of initial field programming or six months after shipment date from our factory, whichever comes first) and can be renewed by MDFR on an annual basis. Field labor will be covered by the subscriber technicians. The APX NEXT Device Managed Service with Accidental Damage Plan includes coverage for internal and external components damaged due to a manufacturer's defect as well as coverage for any physical damage that occurs. For damage to a device that is not repairable, a new replacement device will be provided once per year. Motorola will provide flexibility to the agency in order to create a universal start of warranty date for all portable radios.

For more details on Service SOW, refer to Section 3.1

5.13.1.6 APX Mobile Radio Warranty Services

In addition to our standard warranty, the APX mobile radios include a 5-year essential service program, which covers hardware repairs at our depot. This plan is effective from date of shipment from our factory. Field labor will be covered by the subscriber technicians. Motorola will provide flexibility to the agency in order to create a universal start of warranty date for all mobile radios. For more details on Service SOW, refer to Section 3.2.

5.13.1.7 Finalize Documentation

Motorola Solutions Responsibilities:

- Provide an operator manual with each subscriber.

MDFR Responsibilities:

- Receive and approve all documentation provided by Motorola Solutions.

Completion Criteria:

- All required documentation is provided to and approved by MDFR.

5.14 PROJECT ADMINISTRATION

5.14.1 Project Status Meetings

Motorola Solutions Responsibilities:

- Motorola Solutions Project Manager, or designee, will attend all project status meetings with MDFR, as determined during the CDR.
- Record the meeting minutes and supply the report to attendees within 48-hours.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service-related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any risks or miscellaneous concerns of identified by either MDFR or Motorola Solutions.

MDFR Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

5.14.2 Preliminary Project Schedule

The project schedule details the projected timeline for completing the required tasks to successfully implement the capital improvements as noted above. During the Contract Design Review meeting following contract award, Motorola Solutions' Project Manager will present a baseline project schedule to MDFR based upon knowledge and timeline goals learned during the Kickoff Meeting with MDFR. The baseline schedule will be updated regularly during project implementation and will be provided to MDFR's Project Manager in an agreed-upon format. Motorola Solutions and MDFR will work together to identify all project responsibilities for the successful completion of the project.

5.14.3 Progress Milestone Submittal

Motorola Solutions Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

MDFR Responsibilities:

- Approve milestone as warranted, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- MDFR approval of the Milestone Completion document(s).

5.14.4 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds

time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order which shall be reduced to writing. Neither Party is obligated to perform requested changes unless both Parties execute a duly approved written change order.

5.15 ADDITIONAL ASSUMPTIONS AND NOTES

5.15.1 Warranty and Service Response

- **Motorola Solutions Infrastructure.** Items related to the Motorola Solutions RF infrastructure are covered by a one-year warranty, which starts from date of acceptance. During the warranty period Motorola's field service organization (FSO) will respond to service calls on a 24 x 7 x 365 basis. All other conditions of Motorola's Standard Warranty apply.
- **Aviat Microwave Subsystem.** Motorola Solutions (or its subcontractors) will furnish and install the Aviat microwave sub-systems described in Section 2.2. Upon acceptance of each microwave link the standard warranty from Aviat will begin and the link will be turned over to the Miami-Dade Information Technology Department (ITD) to provide on-going maintenance and response.
- **Vislink Video Receiver Subsystem.** Motorola Solutions will furnish and install the Vislink video receiver sub-system described in Section 6. Vislink was specified by MDFR. Warranty service, associated service call-outs, hardware maintenance and lifecycle services associated with this subsystem are not included. These services will be invoiced separately as annual maintenance through Motorola.

5.15.2 Installation Assumptions

- **Mobile Radio Installation.** This mobile installations require that mobile radio removal, programming and installation will be performed by the dedicated FSO subscriber technicians that are currently contracted by MDFR. It is anticipated that this work will consist of swapping the APX7500 trunk mounted unit (the "brick") with a brick from the APX8500 radio and associated programming.
- **Sierra Wireless LTE Modem and Antenna Installation.** The Sierra Wireless installations includes the programming and installation of the proposed LTE modems and associated antennas. This work will be performed by personnel other than the dedicated FSO subscriber technicians.

5.15.3 Lifecycle Support

- **Motorola Solutions Infrastructure.** Motorola Solutions products are supported through the end of their published support windows when maintained under applicable maintenance and lifecycle plans. These windows will be reviewed with MDFR on an annual basis.
- **Third-party Equipment.** Since Motorola Solutions does not control the lifecycle plans for the third-party products furnished, we cannot make specific promises with respect to third-party support. Motorola Solutions will work with our third-party vendors to understand their lifecycle plans, communicate them to MDFR, and work with MDFR to create a suitable support plan for such third-party products.

SECTION 6

VISLINK INFRASTRUCTURE SOLUTION, INSTALLATION & MAINTENANCE

6.1 SOLUTION DESCRIPTION

Motorola Solutions shall provide a comprehensive wide-area 4-channel, 6.5 GHz airborne downlink receive network for MDFR and Miami-Dade County. The network is comprised of seven (7) fixed remote site locations. These locations are currently identified as (1) Acqualina Condo, (2) Palmetto Hospital, (3) Jackson Hospital, (4) Metropolis Condo, (5) South Dade Government, (6) Homestead Speedway, and (7) Miccosukee Village.

This concept of multiple interconnected fixed receive sites, allows any four aircraft outfitted with a compatible Vislink 6.5 GHz RF transmitter, to maneuver throughout the covered area, where the signal from each site is routed, then aggregated by the centralized system.

The result, like a modern mobile telephone network, allows multiple aircraft to autonomously maneuver throughout a region, while providing a contiguous video image to the Genetec content distribution server. The Genetec solution is not included and is required to be provided at MDFR site.

The video receive solution is manufactured by Vislink and shall be provided by Motorola Solutions along with the installation and civil scope detailed below.

6.2 STATEMENT OF WORK

Motorola Solutions shall acquire and install a Vislink air-to-ground radio video streaming solution as per manufacturer instructions. The installation is for the site equipment and does not include any helicopter or boat installations. The sites are noted in Table 6-1 below, if any sites change, the installation tasks and requirements may change and may therefore necessitate a change order.

Table 6-1: Vislink Sites

Site Name	Major Equipment
Acqualina Condo	Fixed Ground Receive Site
Palmetto Medical Center	Fixed Ground Receive Site
Jackson Memorial Hospital	Fixed Ground Receive Site
Metropolis Condo	Fixed Ground Receive Site
South Dade Government Center	Fixed Ground Receive Site
Homestead Raceway	Fixed Ground Receive Site
Miccosukee Tower	Fixed Ground Receive Site

The document delineates the general responsibilities between Motorola Solutions and MDRF regarding this Section 6.

6.3 MOTOROLA SOLUTIONS RESPONSIBILITIES

Motorola Solutions' general responsibilities include the following:

- Install the Motorola Solutions provided equipment as detailed in the Equipment List Section.
- Perform the site development work as detailed in the Civil Statement of Work Section.
- Configure the Motorola Solutions existing network elements.
- Schedule the implementation in agreement with MDRF.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Assist with frequency coordination. The proposed frequencies are licensed, shared frequencies.
- Administer safe work procedures for installation.
- Perform an acceptance test plan for the solution provided.

6.3.1 Video Network Statement of Work

For purpose of clarification, all section 6.3.1 is subcontracted by Motorola Solutions to Vislink.

6.3.1.1 Receive Antenna System "A"

- Two types of receive antenna systems will be utilized on this project, depending on whether the site is a building or a communications tower structure. Other than the antenna configuration, all other
- The first type is components will remain the same.an integrated "pod" style antenna array, containing six (6) high-gain 60-degree sector antennas. This is one integrated unit and will be used in locations such as on top of a building, on the very top of a communications tower, where an unobstructed 360-degree view can be achieved from a single location. Each of the six (6) individual antennas inside the pod can be mechanically adjusted in elevation from 0 to 10 degrees upwards.
- The second type consists of six (6) individual, 60 degree, high-gain compact sector antennas. This configuration is used in locations such as a top of a building where antennas need to be located on corners of a penthouse, or on the side of a very tall tower, or where there is no need to be on the very top, or where utilizing a single pod array is not practical due to potential blockage from tower structural members.
- Each individual antenna comes with a vertical pipe interface mount that will allow for both azimuth and elevation adjustment.

- For individual sector antenna solutions, the antennas need to be positioned and pointed at azimuths of 0, 60, 120, 180, 240 & 300 degrees to achieve complete 360-degree coverage.
- Both the integrated sector pod array and the individual sector antennas have type-N female, 50-Ohm connections.
- Antenna systems are included.

6.3.1.2 RF Cables “B”

- It is expected that CommScope LDF 4.5 -50, 5/8-inch 50-Ohm coax will be used between the antennas and outdoor CRx6 radio unit when cable runs are less than 20' in length. Signal loss at 6.5 GHz with a 20-foot length of this cable is approximately 2.0 dB.
- It is expected that CommScope LDF 4.5 -50, 5/8-inch, 50-Ohm coax cable will be used between the antennas and outdoor CRx6 radio unit when the cable runs are longer than 20-foot in length. Signal loss at 6.5 GHz loss with a 75-foot length of this cable is approximately 3.0 dB.
- Increased RF signal loss due to excessive cable length may result in the loss in operational distance of the receive system.
- These cables will be individually grounded.
- RF lightning protection will be at the end of each coax cable, at the connection to the CRx6 radio unit. No DC voltage will pass from the CRx6 to the antennas, so no voltage pass-through is necessary. The operating band for this lightning protection device is 6.425-6.525 GHz.
- Coax, connectors, ground kits and support hardware for these six cable runs are included.

6.3.1.3 Outdoor Radio Unit Receiver – General “C”

- A 4-channel CRx6 integrated diversity radio unit is proposed. This 6-input integrated receiver unit will be positioned on the building or tower, near the antenna array system, to minimize RF loss at 6.5 GHz.
- The CRx6 diversity radio unit is the latest integrated receiver, allowing for remote monitoring and control of the radio unit via the MDRF IP data network.
- The radio unit has two flange areas that will allow it to be attached to a Motorola Solutions-provided wall or tower mount.
- 6.5 GHz RF input to CRx6 radio unit is via (6) type-N female 50-Ohm connectors.
- The CRx6 RF radio unit and mount bracket and vertical pipe mount are included.
- A spare Outdoor Radio Unit has been included.

6.3.1.4 Outdoor Radio Unit Receiver – Connections “D, E, I & J”

- This radio unit is DC powered via a rack mount power supply and fed via outdoor rated, 2-conductor, 14 AWG SO cord. This wire is included, up to a length of 300'. Exact length for DC power wire used at each site to be determined, prior to assembly and provided. The power cable will come terminated on the “radio” end with a Mil Spec Canon type circular connector.
- The CRx6 radio unit is equipped with an internal optical fiber transceiver with the input/output being a twin pair of single-mode optical fiber.
- This single-mode optical fiber will be armored, flooded and outdoor rated, will be provided, up to a 400-foot length. Exact length for single-mode optical fiber cable at each site to be determined by Motorola Solutions, prior to assembly.
- Optical connector at CRx6 radio unit is LC plug type, are included.

- Support hangers, strain relief devices and electrical conduits to support and protect these two wire/cable/fiber runs are included.

6.3.1.5 Indoor Connections at Equipment Rack – Items “F, G, H & K”

- DC surge protection shall be used for the power cable to the outdoor CRx6 radio unit, 48vdc, 2.5kA, inline protection unit both at the radio and at the rack inside are included.
- Rack mount CRx6 DC power supply unit will be installed in a 19-inch equipment rack, input voltage 120VAC, output voltage 48VDC. Electrical outlet requirement is one single 15A circuit. Either a rack mount UPS, or site backed-up power is preferred.
- The single-mode optical fiber run will terminate in the equipment rack and will be directly connected to the existing MDFR Nokia network switch via a single-mode fiber SFP module. This module to be specified by Motorola Solutions and is included.

6.3.1.6 Indoor Connections at Equipment Rack – Items “L & M”

- From each of the remote locations, the IP video output of the 4-channel CRx6 radio unit, as well as IP device control, will be connected to the existing MDFR Nokia network switch, via the SFP module as mentioned above.
- Network bandwidth of approximately 10 Mbps per channel, 40 Mbps total, is required from MDFR’s existing data network between each remote site and central datacenter or EOC.

6.3.1.7 Centralized Datacenter Locations

- At MDFR’s associated centralized datacenter or EOC location, for both FIRE & POLICE, the IP video from each of the seven (7) remote locations will be connected to a Vislink TSM-2020 aggregation/decoder unit, via MDFR’s existing data network system.
- These aggregation/decoder units are identified as FIRE: CH-A & CH-B and POLICE: CH-C & CH-D and will each be located in the respective department’s datacenter.
- Each unit will aggregate the appropriate streams from each remote site, whether CH-A & B, or C & D, and then present a single stream for each of the four channels.
- Aggregation/decoder units also put out an HDMI, HD-SDI and IP signal that can be connected to a separate video wall or monitor in the respective EOC areas for direct viewing.
- The FIRE aggregation/decoder unit, CH-A & CH-B, will feed a Genetec content distribution system via an RTSP stream, an in-house CATV system via a HDMI signal into a MDFR provided RF modulator, as well as an alternate 2-CH VMS system that will stream just the FIRE aircraft video downlink content.
- The POLICE aggregation/decoder unit, CH-A & CH-B, will feed an existing & unknown content distribution system via either a RTP/UDP or RTSP stream, an existing video wall via an HDMI signal, as well as an alternate 2-CH VMS system that will stream just the POLICE aircraft video downlink content.

6.3.1.8 V-Connect Active Monitoring Solution

- V-CONNECT Monitoring Appliance, Application Server Platform: Debian 10, 64bit OS, i5-7500, 32GB M2, 8GB RAM, 2x 10/100/1000 NIC, 20x4 LCD Display, Touchpad controls, 1RU (19" X 1.75" X 11"), Includes Rack Mount Brackets, 90~240VAC Power Supply. Software: HDR Receiver Control Interface, HTTP/S CGI, IP Aggregator Control Interface, HTTP/S CGI, TSM Decoder Control Interface, HTTP/S CGI, WebUI Dashboard.
- Vislink V-Connect active monitoring appliance unified Web UI Application Server monitors in real time, the existing Vislink video downlink receivers and distribution appliances located on

- the MDFR network. The proposed downlink system is comprised of seven (7) CRx6 video downlink microwave receivers, two (2) IP Aggregators, and four (4) TSM Decoders.
- Each of the devices will be monitored over the HTTP/CGI interface of each device. A single comprehensive Web based user interface will be presented that gathers vital statistics from each of the devices and presents the values in a heuristic manner. In addition to monitoring real time values, frequently used controls in the devices will be extended to the WebUI. Controls such as changing channels or frequency, changing encryption keys, etc.
 - The landing page for the WebUI will be a geographic map which displays at a high level the systems overall operational health. Each physical site will be represented by an icon on the map. Clicking on an icon expands to show each device located at the site with the operational health of each device. The icon will also provide a hyperlink to directly navigate to the web pages of each individual device to provide granular configuration of each device.
 - Each metric gathered from each device will be given a priority state between 1 and 5.
 - 1) Status. Example: Receive Signal levels
 - 2) Notice. Example: Received Signal Level below Threshold. No Email.
 - 3) Warning. Example: No Video. No Email.
 - 4) High. Example: Receiver has signal, but Decoder has no video. Email.
 - 5) Critical. Example: Device Offline. Email.
 - Each metric is assigned a minimum value, maximum value, and threshold value. These values are used to determine the priority state of each metric. The device itself is also assigned a priority which corresponds with the highest priority of any of its children metrics. This device priority is used to visually represent the health of the device on the map-landing page.
 - Configuration pages will be provided to assign trip point values to each metric. Some of the metrics can also trigger the sending of an email or SMS. An email will be sent every 24hrs unless the email trigger is snoozed or disabled.
 - Each metric is assigned 1 of 4 update rates. This rate is dwell time between queries of the particular value from the device. The rate will roughly correspond with the refresh rate of the particular metric's visual icon on the UI.
 - 1) Real-time (~5 secs)
 - 2) Frequent (~30secs)
 - 3) Slow (~ 5mins)
 - 4) Long (~ 30mins)
 - Two admin accounts and 10 viewer accounts are provided for the WebUI. Each user has its own profile with settings for email, changing password, etc.

6.3.1.9 Map of Receive Sites

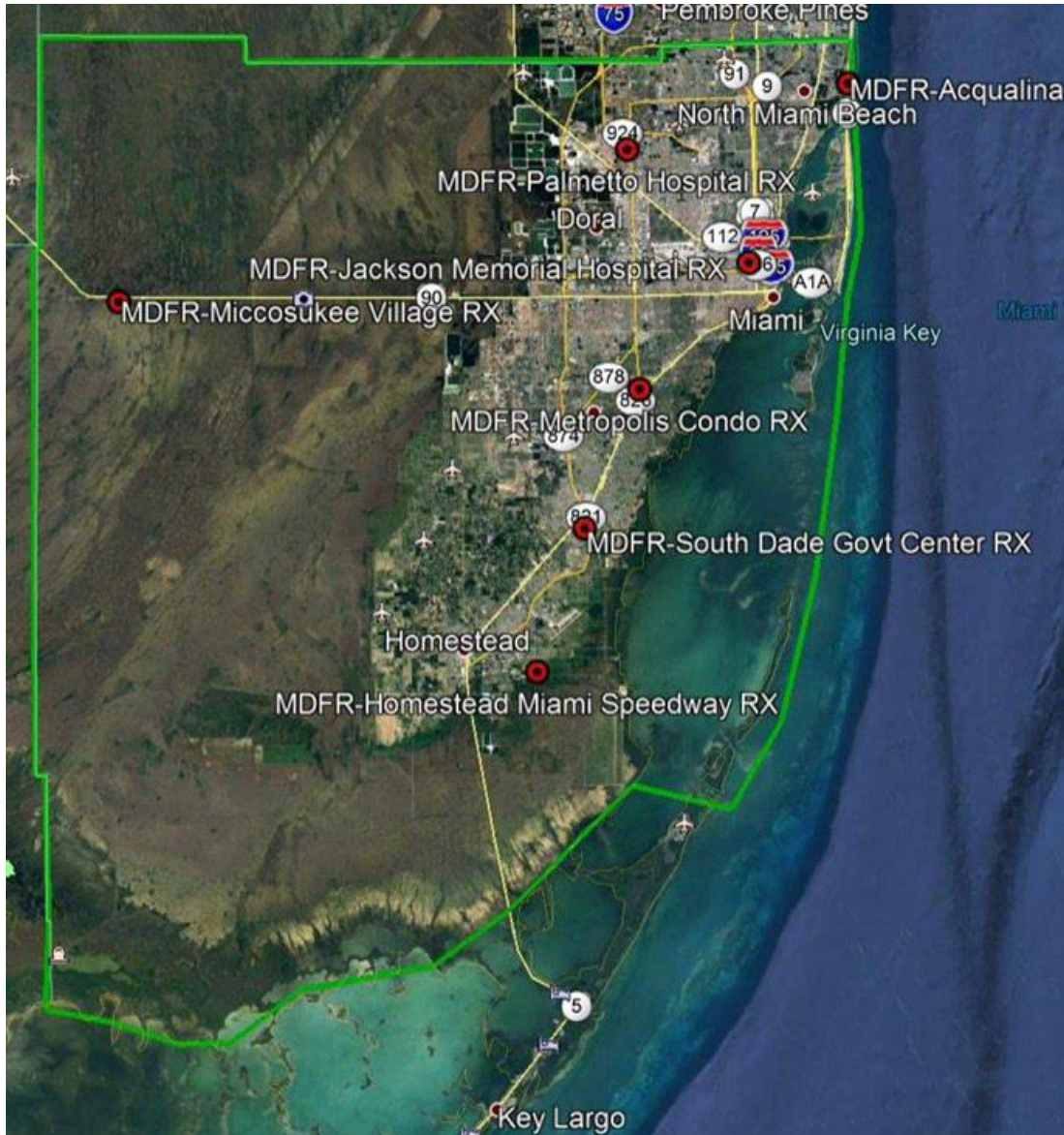


Figure 6-1: Map of Receive Sites

6.4 MDRF OR COUNTY RESPONSIBILITIES

MDRF will assume responsibility for the installation and performance of any other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. General responsibilities for MDRF include the following:

- Obtain frequencies for project as required.
- Motorola will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Obtain permission from site owners for site work as described.

- MDFR will provide the connection and configuration of existing MDFR network at Homestead Racetrack to the radio
- MDFR will facilitate any County network or other changes that require Miami-Dade IT, Police, or other department cooperation.

6.5 ADDITIONAL CONDITIONS

- No coverage guarantee is included.
- Delays and re-deployments caused by site access or other reasons outside the control of Motorola may result in change orders.
- Motorola Solutions is not responsible for interference caused or received by the MDFR provided equipment. Should MDFR's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- The proposed solution integrates with but does not include the Genetec VMS or cameras or any updates that may be required for integration.
- The Genetec VMS server must be functional, compatible and have the capacity, version or other requirements to support the proposed solution. Any required upgrades are outside this scope of work.
- Airborne cameras must be installed, functional, compatible and have the capacity, version or other requirements to support the proposed solution. Any required upgrades are outside the scope of this project.

6.6 COMPLETION CRITERIA FOR PROJECT

- Site development completed per issued for construction (IFC) drawings.
- Demonstration of site functionality with video transmitted to Vislink receiver at each location and delivered to Vislink Transport Stream Management System per Test Plan in Section 6.8.
- Site turnover package completed and turned over to MDFR. The package will include the following:
 - Provide as-built system manual in electronic form, both native files and PDF format. The documentation will include the following:
 - ◆ System-Level Diagram.
 - ◆ Site Block Diagrams.
 - ◆ Site Floor Plans (Homestead Racetrack).
 - ◆ Site Equipment Rack Configurations.
 - ◆ Antenna Network Drawings for RF Sites.
 - ◆ ATP Test Checklists.
 - ◆ Antenna Sweeps.
 - ◆ Functional Acceptance Test Plan Test Sheets and Results.
 - ◆ Equipment Inventory List (including serial numbers).
 - ◆ Structural Analyses.
 - ◆ Construction Documentation if needed.
 - ◆ Permit / Inspection Documents Signed.
 - ◆ Entitlements & Codes.

6.7 CIVIL STATEMENT OF WORK

6.7.1 Site Development at Acqualina

Motorola Solutions shall complete the installation at the current Acqualina site.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals - Included.
- Site acquisition services - Not Required.
- Zoning Services - Not Required.
- Installation Services - Radio Vislink, Antenna Configuration and Network Connectivity via existing MPLS and MDFR Networks including testing and optimization of Vislink system.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit, of the site where the proposed Vislink antenna, radio and mount will be located, so that MDFR can provide information, and planned development at the particular location for approval by the property owner.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (Limited NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. If required perform a cultural resource study, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna mount, Vislink antenna and Radio on the wall of the structure.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna load as required by property owner. No obtrusive investigations have been included.
- Perform an x-ray of the structure on the wall where the Vislink antenna, mount and radio propose to be installed to determine the location of structural components and rebar sizing if required.
- Design antenna support mount to support proposed antenna.
- Prepare, submit and track the application for local permit fees (Vislink antenna, mount, radio and cable and coax installation) and procurement of information necessary for filing.
- Install up to 140 linear feet (6 runs) of 5/8-inch transmission line from the externally mounted CRx6 Vislink Radio up the mount to the Vislink antenna. Each location will vary based on antenna mount design.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the Vislink provided SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the Vislink provided CRX-6 Vislink Radio.

Miscellaneous Work

- Design, Fabricate and Install, on the ocean-side of the building, new 2-inch heavy duty schedule 40 galvanized mount pipe for new Vislink Dome Antenna with wall mounting brackets spaced out in two to three locations one at base of mount and then additional wall mount at 4-feet from base and then 2-feet from top of mount with the mount a total of 10-feet overall in length. The Dome antenna and surge protectors will be provided by Motorola along with the Vislink radio.
- Install the Vislink Dome Antenna on the mast with six (6) runs of 5/8-inch coax with N-Male connectors on each with surge protectors and install N-Male connectors at the radio end for each run to the radio once the antenna mount has been installed on the wall. Each coax will be secured to the wall or mount every 3-feet per Motorola R56 specifications. Each run of 5/8-inch coax will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge protectors.
- Dome Antenna mount to be installed on the building wall above the roof as identified for each location to optimize video being sent from MDFR Marine Units at Acqualina and Metropolis sites
- Provide and install a new ground bus adjacent to the antenna mast and Vislink radio and connected back to the building ground. This connection shall meet R56 specifications and if applicable use dissimilar grounding clamps as required.
- Motorola Solutions will provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio at base of the Vislink antenna mount. The Vislink radio will be mounted 5.5-feet from the finished roof for access and maintenance. Motorola will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48-volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected with connector and the fiber jumper routed from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location.
- Motorola Solutions will provide and install the dedicated 48-volt power supply and provide 120-volt AC power to the power supply. Motorola Solutions will connect the fiber jumper to the SFP in the equipment room to the existing MDFR network.
- Configure existing MDFR MPLS Network to connect to Vislink receiver and route video to the Vislink Aggregation Server.
- Transportation, Parking and Access through the building to the equipment room and to the roof and transporting of all materials, equipment and labor for the installation of the Motorola Solutions-supplied equipment.

6.7.2 Site Development at Palmetto Medical Center

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not Required.

- Zoning Services – Not Required.
- Installation Services – Vislink Radio, dedicated 48v DC Power, Antenna and Network Connectivity via existing Network including configuration of the MPLS network.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit, of the site where the proposed Vislink antenna, radio and mount will be located, so that MDRF can provide information, and planned development at the particular location for approval by the property owner.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (Limited NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. If required perform a cultural resource study, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna mount, Vislink antenna and Radio on the wall of the structure.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna load as required by property owner. No obtrusive investigations have been included.
- Perform an x-ray of the structure on the wall where the Vislink antenna, mount and radio propose to be installed to determine the location of structural components and rebar sizing if required.
- Design antenna support mount to support proposed antenna.
- Prepare, submit and track the application for local permit fees (Vislink antenna, mount, radio and cable and coax installation) and procurement of information necessary for filing.
- Install up to 140 linear feet (6 runs) of 5/8-inch transmission line from the externally mounted CRx6 Vislink Radio up the mount to the Vislink antenna. Each location will vary based on antenna mount design.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the CRX-6 Vislink Radio.

Miscellaneous Work

- Design, Fabricate and Install new 2-inch heavy duty schedule 40 galvanized mount pipe for new Vislink Dome Antenna with wall mounting brackets spaced out in two to three locations one at base of mount and then additional wall mount at 4-feet from base and then 2-feet from top of mount with the mount a total of 10-feet overall in length.
- Install the Vislink Dome Antenna on the mast with six (6) runs of 5/8-inch coax with N-Male connectors on each with surge protectors and install N-Male connectors at the radio end for each run to the radio once the antenna mount has been installed on the wall. Each coax will

be secured to the wall or mount every three feet per Motorola Solutions R56 specifications. Each run of 5/8" coax will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge protectors.

- Dome Antenna mount to be installed on the building wall above the roof as identified for each location to optimize video being sent from MDFR helicopter units.
- Provide and install a new ground bus adjacent to the antenna mast and Vislink radio and connected back to the building ground. This connection shall meet R56 specifications and if applicable use dissimilar grounding clamps as required.
- Motorola Solutions will provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio at base of the Vislink antenna mount. The Vislink radio will be mounted 5.5-feet from the finished roof for access and maintenance. Motorola Solutions will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48 volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected with connector and the fiber jumper routed from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location. This required SO and Fiber run will be at a minimum 300 linear feet for this location.
- Motorola will install the 48-volt power supply and provide 120-volt AC power to the power supply. Motorola Solutions will connect the fiber jumper to the SFP in the equipment room to the existing MDFR network.
- Configure existing MDFR MPLS Network to connect to Vislink receiver and route video to the Vislink Aggregation Server
- Transportation, Parking and Access through the building to the equipment room and to the roof and transporting of all materials, equipment and labor for the installation of the Motorola Solutions-supplied equipment.

6.7.3 Site Development at Jackson Memorial Hospital

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- Installation Services – Vislink Radio, Antenna and Network Connectivity via existing Network.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit, of the site where the proposed Vislink antenna, radio and mount will be located, so that MDFR can provide information, and planned development at the particular location for approval by the property owner.
- Prepare record drawings of the site showing the as-built information.

- Perform National Environmental Policy Act (Limited NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. If required perform a cultural resource study, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna mount, Vislink antenna and Radio on the wall of the structure.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna load as required by property owner. No obtrusive investigations have been included.
- Perform an x-ray of the structure on the wall where the Vislink antenna, mount and radio propose to be installed to determine the location of structural components and rebar sizing if required.
- Design antenna support mount to support proposed antenna.
- Prepare, submit and track the application for local permit fees (Vislink antenna, mount, radio and cable and coax installation) and procurement of information necessary for filing.
- Install up to 140 linear feet (6 runs) of 5/8-inch transmission line from the externally mounted CRx6 Vislink Radio up the mount to the Vislink antenna. Each location will vary based on antenna mount design.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the CRX-6 Vislink Radio.

Miscellaneous Work

- Design, Fabricate and Install new 2-inch heavy duty schedule 40 galvanized mount pipe for new Vislink Dome Antenna with wall mounting brackets spaced out in two to three locations one at base of mount and then additional wall mount at 4-feet from base and then 2-feet from top of mount with the mount a total of 10-feet overall in length. The Dome antenna and surge protectors will be provided by Motorola along with the Vislink radio.
- Install the Vislink Dome Antenna on the mast with six (6) runs of 5/8-inch coax with N-Male connectors on each with surge protectors and install N-Male connectors at the radio end for each run to the radio once the antenna mount has been installed on the wall. Each coax will be secured to the wall or mount every 3-feet per Motorola Solutions R56 specifications. Each run of 5/8-inch coax will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge protectors.
- Dome Antenna mount to be installed on the building wall above the roof as identified for each location to optimize video being sent from MDFR helicopter units.
- Provide and install a new ground bus adjacent to the antenna mast and Vislink radio and connected back to the building ground located on the roof. This connection shall meet R56 specifications and if applicable use dissimilar grounding clamps as required.
- Motorola Solutions will provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio at base of the Vislink antenna mount. The Vislink radio will be mounted 5.5-feet from the finished roof for access and maintenance. Motorola Solutions will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide

and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48-volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected fiber jumper routed from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location.

- Motorola will install the 48-volt power supply and provide 120-volt AC power to the power supply. Motorola Solutions will connect the fiber jumper to the SFP in the equipment room to the existing MDFR network.
- Configure existing MDFR MPLS Network to connect to Vislink receiver and route video to the Vislink Aggregation Server.
- Transportation, Parking and Access through the building to the equipment room and to the roof and transporting of all materials, equipment and labor for the installation of the Motorola Solutions-supplied equipment.

6.7.4 Site Development at Metropolis Condo

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not Required.
- Zoning Services – Not Required.
- Installation Services – Vislink Radio, Antenna and Network Connectivity via existing Network.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit, of the site where the proposed Vislink antenna, radio and mount will be located, so that MDFR can provide information, and planned development at the particular location for approval by the property owner.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (Limited NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. If required perform a cultural resource study, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna mount, Vislink antenna and Radio on the wall of the structure.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna load as required by property owner. No obtrusive investigations have been included.

- Perform an x-ray of the structure on the wall where the Vislink antenna, mount and radio propose to be installed to determine the location of structural components and rebar sizing if required.
- Design antenna support mount to support proposed antenna.
- Prepare, submit and track the application for local permit fees (Vislink antenna, mount, radio and cable and coax installation) and procurement of information necessary for filing.
- Install up to 140 linear feet (6 runs) of 5/8-inch transmission line from the externally mounted CRx6 Vislink Radio up the mount to the Vislink antenna. Each location will vary based on antenna mount design.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the CRX-6 Vislink Radio.

Miscellaneous Work

- Design, Fabricate and Install new 2-inch heavy duty schedule 40 galvanized mount pipe on the ocean-side of the building for new Vislink Dome Antenna with wall mounting brackets spaced out in two to three locations one at base of mount and then additional wall mount at 4' from base and then 2' from top of mount with the mount a total of 10-feet overall in length. The Dome antenna and surge protectors will be provided along with the Vislink radio.
- Install the Vislink Dome Antenna on the mast with six (6) runs of 5/8-inch coax with N-Male connectors on each with surge protectors and install N-Male connectors at the radio end for each run to the radio once the antenna mount has been installed on the wall. Each coax will be -inch coax will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge protectors.
- Dome Antenna mount to be installed on the building wall above the roof as identified for each location to optimize video being sent from MDRF Marine Units at Acqualina and Metropolis sites
- Provide and install a new ground bus adjacent to the antenna mast and Vislink radio and connected back to the building ground located on the roof. This connection shall meet R56 specifications and if applicable use dissimilar grounding clamps as required.
- Motorola Solutions will Provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio at base of the Vislink antenna mount. The Vislink radio will be mounted 5.5-feet from the finished roof for access and maintenance. Motorola Solutions will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48-volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected the fiber jumper routed from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location.
- Motorola Solutions will install the 48-volt power supply and provide 120-volt AC power to the power supply. Motorola Solutions will connect the fiber jumper to the SFP in the equipment room to the existing MDRF network.
- Configure existing MDRF MPLS Network to connect to Vislink receiver and route video to the Vislink Aggregation Server
- Transportation, Parking and Access through the building to the equipment room and to the roof and transporting of all materials, equipment, and labor for the installation of the Motorola Solutions-supplied equipment.

6.7.5 Site Development at South Dade Government

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not Required.
- Zoning Services – Not Required.
- Installation Services – Vislink Radio, Antenna and Network Connectivity via existing Network.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna loads. No obtrusive investigations have been included.
- Perform an x-ray of the structure on the wall where the Dome Vislink antenna and mount will be installed to determine the location of structural components and rebar sizing.
- Design antenna support platform to support proposed antenna.
- Preparation, submission and tracking of application for local permit fees (antenna and mount installation) and procurement of information necessary for filing.
- Install up to 120 linear feet (6 runs) of 5/8-inch transmission line.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the CRX-6 Vislink Radio.

Miscellaneous Work

- Design, Fabricate and Install new 2-inch heavy duty schedule 40 galvanized mount pipe for new Vislink Dome Antenna with mounting brackets spaced out in two or three locations on the tower face and then 2-feet from top of mount with the mount installed on the face of the tower structure located on the roof of the facility. The Dome antenna and surge protectors will be provided by Motorola along with the Vislink radio.
- Install the Vislink Dome Antenna on the mast with six (6) runs of 5/8-inch coax with N-Male connectors on each with surge protectors and install N-Male connectors at the radio end for

each run to the radio once it is installed and mounted on the face of the existing tower. Each coax will be secured to the mount or tower face every three feet per Motorola Solutions R56 specifications. Each run will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge.

- Provide and install a new ground bus adjacent to the antenna mast and Vislink radio and connected back to the building ground located on the roof. This connection shall meet R56 specifications and if applicable use dissimilar grounding clamps as required.
- Motorola will provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio at the Vislink antenna mount. Motorola Solutions will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48-volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected with the fiber jumper will be pulled from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location.
- Motorola Solutions will install the 48-volt power supply and provide 120-volt AC power to the power supply. Motorola Solutions will connect the fiber jumper to the FSP in the equipment room to the existing MDFR network.
- Configure MDFR MPLS Network to connect to Vislink receiver and route video to the Vislink Aggregation Server.
- Transportation, Parking and Access through the building to the equipment room and to the roof and transporting of all materials, equipment and labor for the installation of the Motorola Solutions-supplied equipment.

6.7.6 Site Development at Homestead Raceway

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- Installation Services – Vislink Radio, Antenna, 48v DC power plant and Network Connectivity via existing Network.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit, of the site where the proposed Vislink antenna, radio and mount will be located, so that MDFR can provide information, and planned development at the particular location for approval by the property owner.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (Limited NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity.

This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. If required perform a cultural resource study, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna mount, Vislink antenna and Radio on the wall of the structure.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna load as required by property owner. No obtrusive investigations have been included.
- Perform an x-ray of the structure on the wall where the Vislink antenna, mount and radio propose to be installed to determine the location of structural components and rebar sizing if required.
- Design antenna support mount to support proposed antenna.
- Prepare, submit and track the application for local permit fees (Vislink antenna, mount, radio and cable and coax installation) and procurement of information necessary for filing.
- Install up to 140 linear feet (6 runs) of 5/8-inch transmission line from the externally mounted CRx6 Vislink Radio up the mount to the Vislink antenna. Each location will vary based on antenna mount design.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the CRX-6 Vislink Radio.

Miscellaneous Work

- Design, Fabricate and Install new 2-inch heavy duty schedule 40 galvanized mount pipe for new Vislink Dome Antenna with wall mounting brackets spaced out in two to three locations one at base of mount and then additional wall mount at 4-feet from base and then 2-feet from top of mount with the mount a total of 10-feet overall in length. The Dome antenna and surge protectors will be provided by Motorola along with the Vislink radio.
- Install the Vislink Dome Antenna on the mast with six (6) runs of 5/8-inch coax with N-Male connectors on each with surge protectors and install N-Male connectors at the radio end for each run to the radio once the antenna mount has been installed on the wall. Each coax will be secured to the wall or mount every three feet per Motorola Solutions R56 specifications. Each run of 5/8-inch coax will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge protectors.
- Dome Antenna mount to be installed on the building wall above the roof as identified for each location to optimize video being sent from MDRF helicopter units.
- Provide and install a new ground bus adjacent to the antenna mast and Vislink radio and connected back to the building ground located on the roof. This connection shall meet R56 specifications and if applicable use dissimilar grounding clamps as required.
- Motorola Solutions will provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio at base of the Vislink antenna mount. The Vislink radio will be mounted 5.5-feet from the finished roof for access and maintenance. Motorola Solutions will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48-volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected with the fiber jumper

routed from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location.

- Motorola Solutions will install the 48-volt power supply and provide 120-volt AC power to the power supply. Motorola Solutions will connect the fiber jumper to the SFP in the equipment room to the existing MDFR network.
- Connect to existing MDFR Fiber Network to connect to Vislink receiver and route video to the Vislink Aggregation Server
- Transportation, Parking and Access through the building to the equipment room and to the roof and transporting of all materials, equipment and labor for the installation of the Motorola Solutions-supplied equipment.
- Install dedicated rack-mounted 48v DC power plant.

6.7.7 Site Development at Miccosukee Tower Site

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not Required.
- Zoning Services – Not Required.
- Existing tower to be used for antennas – 200-foot Sabre Self-supported Tower.
- Installation Services – Vislink Radio, Antennas mounted to the tower at the 140' level and Network Connectivity via existing Network.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County.
- Prepare, submit and track application for local permit fees (electrical, building etc.) and procurement of information necessary for filing.
- Install up to 140 linear feet (6 runs) of 5/8-inch transmission line from the externally mounted CRx6 Vislink Radio around the face of the tower to the Vislink panel antennas.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola Solutions' control will result in additional costs.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the CRX-6 Vislink Radio.

Miscellaneous Work

- Fabricate and install mounts for six (6) Vislink 4" x 10" panel antennas at azimuths specified by Vislink for each panel antenna.
- Install the Vislink Panel Antennas on the tower per Vislink azimuths for each panel and connect one (1) 5/8-inch coax with N-Male connectors to each panel antenna at the 140-foot elevation on the self-supported tower with surge protectors and install N-Male connectors at the radio end for each run to the CRx6 radio once it is installed and mounted on the tower leg. Each coax will be secured to the tower (at the 140-foot level) every 3-feet per Motorola Solutions R56 specifications. Each run will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge. The Vislink radio will be mounted at the 140' elevation on the existing Sabre self-supported tower.
- Provide and install a new ground bus adjacent to the Vislink radio and connected back to the tower per Motorola Solutions R56 specifications. Tinned copper bus will be used for the grounding of these coaxes and radio back to the tower.
- Motorola Solutions will provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio and Motorola Solutions will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48-volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected with the fiber jumper will be pulled from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location. The conduit, SO and Fiber run for this location will be approximately 180-feet.
- Motorola Solutions will install the 48-volt power supply and provide 120-volt AC power to the power supply. Also, Motorola Solutions will connect the fiber jumper to SFP in the equipment room to the existing MDFR network.
- Transport for all equipment to the Miccosukee tower location required for the Vislink installation.

6.7.8 MDFR Responsibilities for Each Location

- Review and approve site design drawings within 28 calendar days of submission by Motorola Solutions or its subcontractor(s). Should a re-submission be required, the MDFR shall review and approve the re-submitted plans within 28 calendar days from the date of submittal.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola Solutions.

- Site upgrades or improvements are the responsibility of MDFR unless specified. Structural assessments are included, but any resulting upgrades required are not in the scope of the MDFR CIIP.
- Configure network at Homestead Raceway site.

6.7.9 Additional Conditions

- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs will be borne by MDFR or site owner.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal for Motorola Solutions to be able to hold to the existing project schedule. In the case of permit or zoning delays, there would be no cost impact to MDFR.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola Solutions will seek excusable delays rather than risk job site safety.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load. The tower structures located at Miccosukee and South Dade Government Center and the wall of the Acqualina, Palmetto Medical Center, Jackson Memorial Hospital, Metropolis and Homestead Race Way Club facility can support the proposed new antenna or antennas for the Vislink installation and mount loading. Physical or structural improvements to the existing tower or wall of the building will not be required. Any structural improvements would be the responsibility of MDFR.
- Motorola Solutions shall be responsible for complying with all applicable provisions of Florida law that relate to design and construction of public buildings and facilities including, but not limited to, Florida Statutes Sections 255.05, 255.20 and 287.055.

6.8 TEST PLAN

6.8.1 Manufacturer Factory Bench Testing Plan

Factory bench testing will consist of the following:

- The receivers will be setup and tested to resemble what the final configuration will be in the field, i.e., IP addressing, and encryption keys will be preconfigured in each unit.
- Four channel aggregation units will be connected as the destination devices for the receiver videos. Each aggregator is designated by the channel that it receives on. Unit A, unit B, unit C and Unit C, respectively.
- IP video streams from aggregation units A and B will be streamed to the corresponding A and B Media Server, (Police).
- IP video streams from aggregation units C and D will be streamed to the corresponding C and DB Media Server, (Fire).
- At the factory, all four channels will be tested simultaneously to replicate full channel loading and IP streaming.
- Radio frequency signal levels and MER will be recorded for each antenna on each of the seven receiver systems on each individual channel. The levels will be recorded at a high RF

- energy level and again with -40dB attenuation added to each transmitter. A document recording these test signal measurements will be created for each receiver.
- Four low power transmitters will be powered up and connected to different video sources. Each transmitter will be set up to a different RF channel.
 - Transmitter 1, Channel #1 - 6430 MHz.
 - Transmitter 2, Channel #4 - 6455 MHz.
 - Transmitter 3, Channel #8 - 6488 MHz.
 - Transmitter 4, Channel #12 - 6521 MHz.
 - All transmitters will be set to the following parameters:
 - DVBT modulation.
 - Constellation QPSK.
 - Bandwidth 8 MHz.
 - Receivers will be documented for RF signal sensitivity on the four test channels.
 - A document will be filled out to document the receiver sensitivity at the full range of the receiver's input sensitivity. A receiver sensitivity document will be provided for each receiver.
 - An antenna graph will also be provided to indicate RF performance as displayed by the aggregation units for a particular receiver at -70db. An example if the graph is shown below.

6.8.2 On-Site Field Testing

Field testing will be performed on each site consisting of the following:

- Testing of each system, from the receive antenna, down through the RF cables, into the outdoor mounted receiver, through the optical fiber interconnect and into MDFR's provided network switch will be completed utilizing a Vislink local test transmitter in a similar matter to that described in bench testing.
- Transmitting from a known distance on the rooftop RF levels and MER values will be recorded and compared to those values recorded during the factory testing.
- Optical power will be measured and recorded on the TX side prior to connection to the SFP at the switch.
- Each receiver will be tuned to the same frequency, on each of the 4-channels, matching the transmit frequency. This will create an identical video stream in each of the four channels.
- The video from the test transmitter will be observed at the Central collection facility, as well as on the output of each channel aggregator.
- Metrics will also be compared as received by the aggregation units at the central collection facility. A screen capture of the 4-streams will be recorded.
- The same tests will be completed at all 7-sites.
- Field test with a Helicopter to validate system functionality will be done at a mutually agreeable time and place; MDFR will have 45 days to make the helicopter available for testing once Motorola Solutions provides notice to proceed. Service/Warranty call outs, maintenance and lifecycle are not included. This may be proposed separately.

6.9 EQUIPMENT LIST

The following equipment shall be provided by Motorola Solutions. NOTE: Miami-Dade County is not responsible for errors or omissions within the equipment list. Motorola Solutions will include any additional equipment necessary to ensure system improvements are operating optimally.

LINE ITEM	QTY	NOMENCLATURE	DESCRIPTION
Site Development Items			
1	140	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
2	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
3	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
4	120	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
5	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
6	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
7	120	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
8	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
9	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
10	120	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
11	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
12	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
13	120	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
14	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
15	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
16	140	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
17	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
18	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
19	120	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
20	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
21	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
Acqualina Video			
22	1	9018675	SectorPod receive antenna, white radome, six panel
23	1	9018676	Mount sector pod
24	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6

LINE ITEM	QTY	NOMENCLATURE	DESCRIPTION
25	1	211325	Integration Access
26	1	690-00143-00A-R	Remote Reboot Device
Metropolis Video			
27	1	9018675	SectorPod receive antenna, white radome, six panel
28	1	9018676	Mount sector pod
29	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
30	1	211325	Integration Access
31	1	690-00143-00A-R	Remote Reboot Device
Palmetto Hospital			
32	6	9018350	Compact Sector Antenna
33	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
34	1	211467.4	Integration Access
35	1	690-00143-00A-R	Remote Reboot Device
Jackson Hospital			
36	1	9018675	SectorPod receive antenna, white radome, six panel
37	1	9018676	Mount sector pod
38	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
39	1	211467.2	Integration Access
40	1	690-00143-00A-R	Remote Reboot Device
South Dade Government Site			
41	1	9018675	SectorPod receive antenna, white radome, six panel
42	1	9018676	Mount sector pod
43	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
44	1	211467.2	Integration Access
45	1	690-00143-00A-R	Remote Reboot Device
Homestead Speedway			
46	1	9018675	SectorPod receive antenna, white radome, six panel
47	1	9018676	Mount sector pod
48	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
49	1	211467.2	Integration Access
50	1	690-00143-00A-R	Remote Reboot Device

LINE ITEM	QTY	NOMENCLATURE	DESCRIPTION
Miccosukee Tower			
51	6	9018350	Compact Sector Antenna
52	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
52	1	211467.4	Integration Access
53	1	690-00143-00A-R	Remote Reboot Device
System Aggregation and Decoding			
55	1	TSM-2020-AGG	Aggregator, decoder, controller unit.
56	1	TSM-2020-AGG	Aggregator, decoder, controller unit.
57	1	TSM-2020-AGG	Aggregator, decoder, controller unit.
58	1	TSM-2020-AGG	Aggregator, decoder, controller unit.
System IP Streaming and Distribution			
59	1	TSM-2020-MSM	Transport stream manager
60	1	TSM-2020-MSM	Transport stream manager
Tactical Hand-Held Portable Receive			
61	1	64MCR-HD-SV-M02-B2-VIP-IMT-FP413-NO MMK-MNL	Mobil CMDR
62	2	9018695	Omni ant w up-look 6.4-7.1 GHz 50 Ohm, RHCP, 20Wmax in, N-M
63	2	9015703	COAXIAL, GOOSENECK ASSEMBLY, 7" N-MALE TO N-FEMALE DC-6GHZ
64	1	922-B1278-01A-R	Cable, DC Power Plug to Vehicle Plug, 5A, 6 FT
65	2	9018352	AB G90 : Anton Bauer Titon 90 Gold Mount Lithium Battery, 14.2V, 92Wh
66	1	A/B TWIN CHARGER	A/B Two position simultaneous charger
Portable Test Transmit Kit			
67	1	23MLT3-B3-T-ML3-VC2-ACC-5S-,L3-ACC	Microlite 3 Transmitter
68	2	AB G 90	Lithium battery
69	1	A/B TWIN CHARGER	A/B Two position simultaneous charger
70	1	9018732	RF Cable Assembly
71	1	9018695	Omni ant w up-look 6.4-7.1 GHz 50 Ohm, RHCP, 20Wmax in, N-M
72	1	9018350	Compact Sector Antenna
Spares			
73	3	9018675	SectorPod receive antenna, white radome, six panel
74	6	9018350	Compact Sector Antenna 6.475-7.125GHz
75	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
76	1	TSM-2020-AGG	Transport Stream Manager
77	1	TSM-2020-MSM	Transport Stream Manager

LINE ITEM	QTY	NOMENCLATURE	DESCRIPTION
Active Monitoring			
78	1	9019229	V-CONNECT Monitoring Appliance

6.10 MAINTENANCE STATEMENT OF WORK

Vislink Support Services with On Site Response

Motorola Solutions shall provide a dedicated technical resource to MDFR to facilitate a seamless support program on the Vislink Solution between Motorola / Vislink and MDFR. The ultimate goal is to ensure MDFR's investment in the Vislink Solution and to ensure it is utilized to the fullest extent possible. The dedicated technical resource will be assigned to MDFR and will have an office at Miami-Dade Fire Rescue Headquarters and report daily. This Statement of Work is inclusive of services provided by Vislink and Motorola.

Motorola Responsibilities

1. Motorola on-site support for the Vislink system will be provided Mon-Fri from 8:30 am to 4:30 pm EST excluding weekends and Motorola observed holidays.
2. Open, track and manage cases for Vislink issues to resolution utilizing Vislink's Customer Support Portal. Providing timely updates to MDFR. Once a case is opened utilizing Vislink's portal, they require a minimum of 24 hours to respond but will take no more than 48 hours.
3. Conduct monthly site inspections of all Vislink sites to be completed in a timely manner and provide MDFR documentation on a monthly basis.
 - A. Vislink documentation to be developed by Motorola and MDFR and mutually agreed upon.
4. Coordinate with MDFR to schedule any downtime that may affect or impact the system.
5. Coordinate and conduct software / firmware updates of ground-based stations and core equipment with MDFR point of contact.
6. Escalate and track within Vislink's portal any service impacting issues, engaging resources necessary, coordinating meetings and/or conference calls until resolved.
7. Provide a single point of contact to MDFR for all Vislink service related issues and advise MDFR of on-going issues with potential impact to operations.
8. Inventory and tracking of all infrastructure equipment in MCM (spares, equipment out for repair, etc.).
9. Motorola will trouble shoot the system and handle replacement of equipment with MDFR provided spare units on-hand when needed.
10. Motorola will handle processing of equipment requiring repairs.
11. Provide quote to MDFR for any above contract repairs or services not covered under the contract. This includes any emergency visits to Miami-Dade County by Vislink technical resources and/or training on an as needed basis. One on-site emergency service call, one on-site training session and one virtual training session by Vislink is included in the annual service agreement.
12. Motorola will commit to repair and return failed hardware within 15 business days upon receipt inclusive of round trip shipping.
13. Covers shipping inbound and outbound for hardware repair to Vislink's repair facility.
14. Conduct remote error analysis with support. Network access would need to be secured from MDFR to ensure proper diagnostics.

15. Coordinate with a Vislink Engineer to schedule an annual preventative maintenance inspection. (Tower crew services, if needed, are not included in the contract and a quote to MDFR will be provided in advance.) Included in the PM service are:
 - A. A Visual inspection of the Vislink equipment.
 - B. Check for loose connections/ hardware.
 - C. Firmware upgrades.
 - D. Verify TX & RX Levels.
 - E. Test MDFR test transmitter, and verify operational.
 - F. Evaluate Alarm Codes.
 - G. Visual inspection of transmission lines; inspect excessive wear, weathering, and stability on tower from the ground level. The use tower crews or drone services are not included in the contract and would be billable if required.
 - H. Visual inspection of the site enclosure.
 - I. Verify software versions, and update if necessary.
 - J. Perform local test.
 - K. Document results and provide to MDFR.
16. V-Connect Active Monitoring and Notification, an appliance or software tool is provided. This tool can be utilized for troubleshooting efforts, or to simply receive alerts and notifications on the health and overall condition of the system. Two admin accounts and 10 viewer accounts are included with this solution for MDFR to assign or distribute accordingly. Each User account has its own profile with settings such as email and password managements.
17. Motorola will handle deployment and distribution of encryption keys for Fire and Police channels in accordance with Fire and Police Encryption Key management administration and procedures.
18. This resource will also fulfill the scope as referenced in the Dedicated Subscriber Support Technician statement of work.

MDFR Responsibilities

1. Provide point of contact for Motorola / Vislink to provide Lifecycle and End of Life information to regarding hardware / equipment, in addition to last time buy notices.
2. Provide point of contact and email address to be copied on "auto notify" communications for software and firmware updates when they become available.
3. Assist with access to equipment when necessary.
4. Cooperate with Motorola and perform all acts that are reasonable and necessary to enable Motorola and Vislink to provide the services described in the SOW.
5. Notify Motorola resource when there is an issue with the Vislink solution.
6. Provide a point of contact for the technical resource to coordinate with for system maintenance, Encryption Key procedures and software updates.
7. Establish and maintain a suitable environment (proper ventilation, light and power) for the equipment location and provide Servicer full and safe access to the equipment.

SECTION 7

ACCEPTANCE TEST PLAN

7.1 SMARTMAPPING

7.1.1 Display Location on APXNext

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on APXNext.

SETUP

Radio 1 and Radio 2 will have SmartMapping enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartMapping layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Zoom out on Radio 1 SmartMapping map and see other radio's location (e.g. Radio 2) displayed.

Pass____ Fail____

7.1.2 Display Location of Radio in Emergency

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on APXNext.

SETUP

Radio 1 and Radio 2 will have SmartMapping enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartMapping layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Initiate an emergency alarm from Radio 2 and observe the icon on the Radio 1's display map indicating an emergency.
- Step 3. Clear the emergency and observe the icon revert.

Pass____ Fail____

7.2 SMARTLOCATE

7.2.1 Display Location of APXNext

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on Command Central Aware.

SETUP

Radio 1 and Radio 2 will have SmartLocate enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartLocation layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Login to CommandCentral Aware via Chrome browser
- Step 3. Zoom out on CommandCentral Aware map and see radio locations (e.g. Radio 1) displayed.
- Step 4. Move radio users in the field and observe accurate movement of the radio location icons
- Step 5. Turn off radios and observe the icons disappear from the map

Pass____ Fail____

7.2.2 Display Location of Radio in Emergency

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on Command Central Aware.

SETUP

Radio 1 and Radio 2 will have SmartLocate enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartLocation layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Login to CommandCentral Aware via Chrome browser
- Step 3. Zoom out on CommandCentral Aware map and see radio locations (e.g. Radio 1) displayed.
- Step 3. Initiate and emergency alarm from Radio 2 and observe the icon change, indicating an emergency.
- Step 4. Clear the emergency and observe the icon revert.

Pass ____ Fail ____

7.3 SMARTMESSAGING

7.3.1 Send Multimedia File to a Radio

1. DESCRIPTION

Messages can be sent/received by APXNext Devices.

SETUP

Radios will have SmartMessaging enabled.

SmartMessaging client will be configured.

VERSION #1.000

2. TEST

- Step 1. Login to Dispatch Messaging Client
- Step 2. Power on target radios
- Step 3. Send a Multimedia file (JPG) from the Dispatch Messaging Client software to Radio 1. Confirm the file is received at Radio 1.
- Step 4. Radio 1 will respond back with a freeform text acknowledgement. Confirm the response is received at the Dispatch Messaging Client.

Pass_____ Fail_____

7.3.2 Send Multimedia File to a Group of Radios

1. DESCRIPTION

Messages can be sent/received by APXNext Devices.

SETUP

Radios (Radio 1, Radio 2, Radio 3) will have SmartMessaging enabled.

SmartMessaging client will be configured.

VERSION #1.000

2. TEST

- Step 1. Login to Dispatch Messaging Client
- Step 2. Power on target radios
- Step 3. Send a Multimedia file (JPG) from the Dispatch Messaging Client software to a group of Radios (Radio 1, Radio 2, Radio 3)
- Step 4. Confirm the file is received at all radios.

Pass_____ Fail_____

7.4 SMARTPROGRAMMING

7.4.1 Program a single APXNext radio

1. DESCRIPTION

Radios can be programmed and managed wirelessly from a central environment.

SETUP

Radio 1 will have SmartProgramming enabled and be provisioned in the same RadioCentral agency as the RadioCentral programmer.

VERSION #1.000

2. TEST

- Step 1. Login to Radio Central application
- Step 2. Power on target radios
- Step 3. Change the alias of Radio 1 in the RadioCentral Application. This will create a configuration delta.
- Step 4. Initiate a programming (write) of Radio 1.
- Step 5. Confirm receipt of the programming job at the radio.
- Step 6. Accept and install the programming job from the radio.
- Step 7. Following the update, observe the radio programming has successfully been modified.

Pass____ Fail____

7.4.2 Program multiple APXNext radios

1. DESCRIPTION

Multiple radios can be programmed and managed wirelessly from a central environment.

SETUP

Radio 1 and Radio 2 will have SmartProgramming enabled and be provisioned in the same RadioCentral agency as the RadioCentral programmer. Radio 1 and 2 will share a common configuration (template).

VERSION #1.000

2. TEST

- Step 1. Login to Radio Central application
- Step 2. Power on target radios
- Step 3. Change a configuration parameter of Radio 1 and Radio 2 in the RadioCentral Application. This will create a configuration delta for all radios utilizing that configuration.
- Step 4. Initiate a programming (write) for Radio 1 and Radio 2.
- Step 5. Confirm receipt of the programming job at the radios.
- Step 6. Accept and install the programming job from the radios.
- Step 7. Following the update, observe the radios programming has successfully been modified.

Pass____ Fail____

7.5 SMARTCONNECT

7.5.1 SmartConnect - Subscriber Mobility - LMR to LTE Switchover

1. DESCRIPTION

Upon losing ASTRO LMR RF coverage and no other ASTRO LMR sites are available, a SmartConnect capable radio may automatically roam to a SmartConnect site via LTE. Whether automatic switching is possible depends on configuration of the "Backup PTT Operation" setting for the personality being used.

A personality may be configured as LMR Only, LMR Preferred or Broadband Only. Radios are provisioned with the "LMR Preferred" setting to facilitate automatic switchover to broadband from LMR. The "LMR Only" setting is used to prevent a radio from roaming to broadband and the "Broadband Only" setting is utilized to facilitate manual switching to a SmartConnect site.

The broadband access type used is dependent on the capabilities/configuration of the radio.

The following test demonstrates automatic switchover between LMR and SmartConnect via LTE.

SETUP

RADIO-1 – TALKGROUP 1, "LMR Preferred"

RADIO-2 - TALKGROUP 1, "LMR Only"

CONSOLE-1 - TALKGROUP 1

VERSION #1.010

2. TEST

- Step 1. With RADIO-1 and RADIO-2 on LMR Site 1, initiate a Wide Area Call from RADIO-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-2 and CONSOLE-1 will be able to receive and respond to the call. Dekey RADIO-1.
- Step 3. Remove antennas on RADIO-1 and RADIO-2 to simulate poor LMR coverage.
- Step 4. Observe that RADIO-1 moves to broadband SITE 2 and displays the SmartConnect banner. The radio may briefly display "Out of Range" during this transition
- Step 5. Observe that RADIO-2 continuously displays "Out of Range".
- Step 6. Initiate a Wide Area Call from RADIO-1 on TALKGROUP 1.
- Step 7. Observe that only CONSOLE-1 will be able to receive and respond to the call.
- Step 8. Dekey RADIO-1 and reinstall the antennas on RADIO-1 and RADIO-2.
- Step 9. Observe that RADIO-1 eventually moves back to LMR SITE 1 and no longer displays the SmartConnect banner.

Note: The transition back to LMR may not occur immediately (depends on RSSI thresholds and how long it was on the broadband site).
- Step 10. Confirm that RADIO-1 and RADIO-2 are able to make calls again on LMR SITE 1.

Pass_____ Fail_____

7.5.2 SmartConnect - Subscriber Mobility - Manual Switchover to Broadband

1. DESCRIPTION

Upon losing LMR RF coverage and no other LMR sites are available, a user may choose to manually switch to a SmartConnect site by selecting a personality configured as “Broadband Only”.

The broadband access type used is dependent on the capabilities/configuration of the radio.

The following test demonstrates manual switchover between LMR and SmartConnect.

SETUP

RADIO-1 – TALKGROUP 1”, “LMR Only”
(personality 1)

RADIO-1 – TALKGROUP 1”, “Broadband Only”
(personality 2)

RADIO-2 - TALKGROUP 1, “LMR Only”
CONSOLE-1 - TALKGROUP 1

VERSION #1.010

2. TEST

- Step 1. With RADIO-1 and RADIO-2 on LMR Site 1, initiate a Wide Area Call from RADIO-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-2 and CONSOLE-1 will be able to receive and respond to the call. Dekey RADIO-1.
- Step 3. Change RADIO-1 to a “Broadband Only” personality for TALKGROUP 1.
- Step 4. Observe that RADIO-1 moves to the broadband SITE 2 and displays the SmartConnect banner. The radio may briefly display “Out of Range” during this transition.
- Step 5. Initiate a Wide Area Call from RADIO-1 on TALKGROUP 1.
- Step 6. Observe that RADIO-2 and CONSOLE-1 are able to receive and respond to the call.
- Step 7. Dekey RADIO-1 and select the “LMR Only” personality.
- Step 8. Observe that RADIO-1 moves back to LMR SITE 1 and no longer displays the SmartConnect banner.
- Step 9. Observe that RADIO-2 and CONSOLE-1 are still able to receive and respond to calls from RADIO-1.

Pass_____ Fail_____

7.5.3 SmartConnect - Wide Area Trunking - Talkgroup Call

1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup.

This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

SETUP

RADIO-1 – TALKGROUP 1
RADIO-1 – LMR SITE 1

RADIO-2 –TALKGROUP 1
RADIO-2 – BROADBAND SITE 2

RADIO-3 - TALKGROUP 2
RADIO-3 - LMR SITE 1

RADIO-4 - TALKGROUP 2
RADIO-4 - BROADBAND SITE 2

VERSION #1.010

2. TEST

- Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.
- Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass____ **Fail**____

7.5.4 SmartConnect - Wide Area Trunking - Secure Operation

1. DESCRIPTION

Digital encryption is used to scramble a transmission so only properly equipped and configured radios can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios with the same "Key" can decrypt the audio and listen to it.

SETUP

RADIO-1 - TALKGROUP 1 (SECURE TXMODE)

RADIO-2 - TALKGROUP 1 (SECURE TXMODE)

RADIO-3 - TALKGROUP 1 (SECURE MODE and no, or incorrect key)

RADIO-4 - TALKGROUP 1 (Clear TX Mode)

Notes:

- The identical secure mode must be programmed into RADIO-1, RADIO-2, RADIO-4 and that RADIO-3 has no secure code loaded or has a unique secure code from the other testing radios.
- Execute this test with all radios on the broadband site.

VERSION #1.010

2. TEST

- Step 1. Initiate a secure wide area call with RADIO-1 on TALKGROUP 1. Keep this call in progress until instructed to end the call.
- Step 2. Observe that RADIO-2 will be able to monitor the call.
- Step 3. Observe that RADIO-3 does not receive the call.
- Step 4. Observe that RADIO-4 will also receive the call even with the secure switch set to the non-secure mode of operation.
- Step 5. End the call from RADIO-1.
- Step 6. Respond with RADIO-2 and verify that RADIO-1 and RADIO-4 receive the response audio but RADIO-3 cannot.

Pass ____ Fail ____

7.6 P25 FUNCTIONAL TESTING (PASS / FAIL)

7.6.1 General Usage

1. Power on the Radio
2. Autolog In (registers P25 ID and P25 Group)
3. Turn radio off and on multiple times
4. Change Systems
5. Change Groups
6. Display System and Talkgroup name on radio
7. Transmit on Groups in Different Systems
8. Receive on Groups in Different Systems
9. Display P25 ID of users when receiving calls
10. Change volume up/down
11. Use the Buttons programmed on the Radio
12. Try to transmit while someone else is transmitting on P25 trunked (receive tone)
13. Transmit until time-out (receive tone)

7.6.2 Specific Calls:

1. Transmit (800 MHz) P25 Trunked
2. Receive (800 MHz) P25 Trunked
3. Transmit (700 MHz) P25 Trunked
4. Receive (700 MHz) P25 Trunked
5. Transmit (800 MHz) P25 Conventional
6. Receive (800 MHz) P25 Conventional
7. Transmit (700 MHz) P25 Conventional
8. Receive (700 MHz) P25 Conventional

7.6.3 Emergency:

1. Emergency declare
2. Emergency automatic open mic option 5 seconds
3. Emergency Clear
4. Receive multiple emergency signals on the same group
5. Transmit emergency signal on the same group with an Emergency active (queue state)
6. Transmit while talkgroup is in emergency state (receive tone)
7. After Transmit, move to another talkgroup (emergency should not follow)
8. Encryption:
9. Transmit and Receive (800 MHz) P25 Trunked AES OTAR Encryption
10. Transmit and Receive (700 MHz) P25 Trunked AES OTAR Encryption
11. Over-the-air-encryption (OTAR) AES receiving the warm start of the key
12. Reverse Warm Start

7.6.4 Patches:

1. Encrypted/Digital
2. Encrypted/Encrypted
3. Digital/Digital

7.6.5 Simulselects:

1. Encrypted/Digital
2. Encrypted/Encrypted
3. Digital/Digital

7.6.6 Audible Tones:

1. Turn-on Radio Tone
2. Grant Tone
3. Denied Tone
4. Queue Tone
5. Busy Tone
6. Emergency Tone TX
7. Emergency Tone RX
8. Battery life Tone
9. Lost System Tone (CC SCAN)
10. Time-out Timer

7.6.7 Radio Adjustments:

1. Adjustable Backlight Levels (On/Off/Adjustable)
2. Failsoft Display
3. Battery Indicator
4. Option to RX and not TX
5. Personality Security (Blocks access to read or program the radio without Key)
6. Ramp Lock (up/down arrow does not wrap around system or group whichever is set)
7. Power-Up Keypad Lock (on & off)
8. Power-Up Keypad State turn on to a specific (System & Group)
9. Power-Up Keypad State turn on to the last used System & Group
10. Receive the Disable Command from the Radio Infrastructure (Stolen)
11. Receive the Change Coverage Class Command from the Radio Infrastructure (Lost)
12. FCC Menu with RF levels
13. If system is not available does radio Roam to another P25 System (Enhance CC)
14. Priority Option (talking on a talkgroup not on the list to dispatch)

7.6.8 Scan Option:

1. Block Scan Feature
2. Add Scan Feature to a Group
3. Remove Scan Feature to a Group
4. Create Scan List
5. Turn Scan Feature On/Off

7.6.9 Stealth Mode Options:

1. Remove backlight
2. Remove all lights
3. Remove all tones

7.7 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

SECTION 8

PRICING

8.1 EQUIPMENT AND SERVICES

	MSRP	Contract Price
New UHF Fire Radio System Transmit Sites		
<i>Aventura Hospital</i>	\$1,973,708	\$1,857,259
<i>Fire Station 18 / North Miami</i>	\$3,728,568	\$3,508,583
<i>Fire Station 71 / Eureka</i>	\$4,159,623	\$3,876,769
<i>Fire Station 72 / Florida City</i>	\$4,201,947	\$3,962,436
<i>Homestead Air Reserve Base</i>	\$1,057,021	\$976,687
<i>PortMiami</i>	\$2,391,141	\$2,216,588
West Dispatch Channel Expansion		
<i>Expand Coverage to 11 Additional Sites</i>	\$723,791	\$642,726
Existing Site Improvements		
<i>Equipment Shelters (Incl. Generators, Addtl Fuel Storage, 48v DC, HVAC & Elevated Concrete Platform where applicable)</i>	\$3,996,594	\$3,780,778
<i>Generator Replacements & Fuel Storage</i>	\$1,141,751	\$1,080,096
<i>48v DC Site Backup Power Upgrades</i>	\$1,478,433	\$1,410,425
<i>HVAC Upgrades</i>	\$387,417	\$376,569
<i>UPS Replacements</i>	\$2,527,235	\$2,456,472
<i>System Connectivity – Microwave Links (existing sites)</i>	\$1,985,480	\$1,856,424
<i>Antennas – Sub-Optimal Replacements</i>	\$797,717	\$757,831
<i>Antennas – Legacy Replacements</i>	\$1,052,710	\$1,005,338
<i>ACDY / MIC Sites – Equipment Relocation</i>	\$384,514	\$369,902
LTE System Connectivity		
<i>SmartConnect Gateway</i>	\$397,296	\$182,994
<i>Hosted SmartConnect Backup Install & 5 Years</i>	\$189,500	\$189,500
<i>ASTRO Connectivity Services Install & 5 Years</i>	\$103,349	\$103,349
Subscriber Radio Equipment		
<i>APX NEXT XE Hand-held Radios with Accessories (Qty. 1360) 2 Years of Software & Warranty</i>	\$20,774,989	\$15,190,648
<i>APX8500 Multi-Band Single-Control Head Mobiles & Installations (Qty. 130) 2 Years of Software & Warranty</i>	\$2,128,100	\$1,546,301
<i>APX8500 Multi-Band Dual-Control Head Mobiles & Installations (Qty. 8) 2 Years of Software & Warranty</i>	\$119,640	\$88,838
<i>XR80 Sierra Wireless LTE Modems (Qty. 198)</i>	\$986,091	\$931,994

	MSRP	Contract Price
<i>APX8500 Single-Band Vehicular Radios & Installations (Qty. 60) 2 Years of Software & Warranty</i>	\$636,529	\$488,396
<i>Fielded Mobile Subscriber Smart Services – Years 1 & 2</i>	\$62,784	\$62,784
<i>APX NEXT CAD Interface Integration</i>	\$100,000	\$100,000
Air-to-Ground Video Streaming System		
<i>Vislink Ground-based Receiver System</i>	\$2,373,650	\$2,304,814
Wave Broadband PTT		
<i>- Deployment - 200 User Licenses - 12 Channel LMR-Broadband Integration - 5 Years Licensing</i>	\$377,420	\$377,420
Genesis System Performance Management		
<i>ATIA, UEM, MCM/ PMI, SAM, GADI</i>	\$474,510	\$436,549
<i>Operations Bridge</i>	\$290,157	\$266,944
Project Related Costs		
<i>Warehousing & other Miscellaneous Costs</i>	\$462,723	\$462,723
Subtotal	\$61,586,731	\$52,943,676
<i>Negotiated Subscriber Volume Purchase Incentive</i>		<i>-\$1,361,316</i>
<i>Negotiated MDRF System & Subscriber Discount</i>		<i>-\$3,968,271</i>
<i>Negotiated Large Purchase Incentive</i>		<i>-\$1,673,985</i>
<i>Additional Negotiated APXNEXT CAD Integration Incentive</i>		<i>-\$100,000</i>
<i>Additional Negotiated Hosted SmartConnect Backup Incentive</i>		<i>-\$189,500</i>
<i>Additional Negotiated ASTRO Connectivity Services (ACS) Incentive</i>		<i>-\$103,349</i>
<i>Additional Negotiated Wave Broadband PTT Incentive</i>		<i>-\$377,420</i>
<i>Additional Negotiated Subscriber Incentive</i>		<i>-\$484,561</i>
<i>Additional Negotiated Mobile Upgrade Incentive Qty 60 APX6500 to APX8500 Single-Band</i>		<i>-\$57,512</i>
<i>Additional Negotiated Genesis Incentive</i>		<i>-\$113,495</i>
	MDRF Total after Incentives	\$44,514,267
<i>Performance Bond</i>		\$269,025
	MDRF Total with Performance Bond	\$44,783,292
	Subscriber Services Outyears 3 - 5 MSRP (1598 Subscribers)	\$2,772,755
<i>Additional Negotiated Subscriber Services Outyears Incentive through Year 5</i>		<i>-\$361,752</i>
<i>Additional Negotiated Cache Subscriber Services Outyears Incentive through Year 5 (Qty 300 Portables, Qty 12 Mobiles)</i>		<i>-\$463,824</i>
	Subscriber Services Outyears 3-5 Total after Incentives	\$1,947,179
	MDRF Grand Total with Subscriber Services Outyears 3-5 (Validity to August 23rd, 2022)	\$46,730,471
<i>Contingency Fund *</i>		\$500,000
	MDRF Grand Total with Subscriber Services Outyears 3-5 with Contingency Fund (Validity to August 23rd, 2022)	\$47,230,471

	MSRP	Contract Price
MDFR Grand Total with Subscriber Services Outyears 3-5 (Validity from August 24 th , 2022, to October 23rd, 2022)		
		\$49,908,026

* Contingency Fund - for up to \$500,000 in structural upgrades. Use of these funds will be determined by final structural analysis of existing towers where new Antennas and/or Microwave are being installed and for each new site requiring foundational work. Use of these funds will also be determined by final soil study in new construction site locations. Motorola Solutions will present each analysis, construction plans if an upgrade is needed, and record keeping of all costs incurred for the upgrades. If costs exceed the total funds, the County has the option to remove that item from the project.

8.1.1 Vehicular Device Installation Credits

If MDFR chooses to descope vehicle installation of mobile radios or broadband modems, the following credits would apply:

- \$500 Credit towards APX8500 Mobile radio installation per unit descope.
- \$370 Credit towards XR80 LTE Modem installation per unit descope.

8.2 5 YEAR SMART SERVICES AND WARRANTY

8.2.1 Detailed Smart Services & Warranty Outyears 3 - 5

Description	Invoice Amount
Year 1 of Application Services & Warranty ***	Included
Year 2 of Application Services & Warranty ***	Included
Year 3 of Application Services & Warranty ***	\$924,252
Year 4 of Application Services & Warranty ***	\$924,252
Year 5 of Application Services & Warranty ***	\$924,252
Total	\$2,772,755

*** Services Included:

- APX NEXT Portables – Quantity 1360
 - Advanced Coverage w/Accidental Damage Warranty
 - SmartProgramming Service
 - SmartConnect Service
 - SmartLocate Service
 - SmartMapping Service
 - Smart Messaging Service
- APX 8500 Mobiles – Quantity 238 (198 New Radios, 40 Fielded Radios)
 - SmartConnect Service
 - SmartProgramming Service
- CommandCentral Aware Mapping & Messaging - Enterprise Licensing
 - Up to 400 Named User Licenses
- Motorola has provided an incentive for free Smart Services through 10 years for the Cache Radios listed below:
 - 300 APXNEXT XE Portables
 - ◆ SmartProgramming Service
 - ◆ SmartConnect Service
 - ◆ SmartLocate Service
 - ◆ SmartMapping Service
 - ◆ Smart Messaging Service
 - 12 APX8500 Mobiles
 - ◆ SmartConnect Service
 - ◆ SmartProgramming Service

Continuation of 7.2.1.

Device Type	Service	Qty.	Price / Year	Annual Total	Yrs.	Yrs. 3 – 5
Portables	APXNEXT ADVANCED WITH ACCIDENTAL DAMAGE	1360	\$210	\$286,906	3	\$860,717
Mobile	APXMOBILE WARRANTY	198	Included	Included	-	-
Annual Warranty Total				\$286,906		
3 Year Warranty Total Warranty Total						\$860,717
Portables	APXNEXT SMART PROGRAMMING	1360	\$75	\$102,000	3	\$306,000
Portables	APXNEXT SMART CONNECT	1360	\$75	\$102,000	3	\$306,000
Portables	APXNEXT SMART LOCATE	1360	\$75	\$102,000	3	\$306,000
Portables	APXNEXT SMART MAPPING	1360	\$75	\$102,000	3	\$306,000
Portables	APXNEXT SMART MESSAGING	1360	\$75	\$102,000	3	\$306,000
Mobile	APXMOBILE SMART PROGRAMMING	307 *	\$144	\$44,208	3	\$132,624
Mobile	APXMOBILE SMART CONNECT	307 *	\$144	\$44,208	3	\$132,624
	CommandCentral Aware User Logins	400	\$119	\$47,622	3	\$142,867
	Command Central Aware Incentive			-\$8,692	3	-\$26,076
Annual Smart Services / CommandCentral Aware Login Total				\$637,346		
3 Year Smart Services / CommandCentral Aware Login Total						\$1,912,039
Annual Warranty & Smart Services / CommandCentral Aware Login Total				\$924,252		
3 Year Warranty & Smart Services / CommandCentral Aware Login Total						\$2,772,756

* Mobile subscriber Smart Service for quantity 307:

- Qty. 198 new mobile subscribers
- Qty. 109 existing mobile subscribers

8.2.2 Outyears 6 - 10 is provided only for MDFR planning purposes using guidelines below.

- **Initial Years 1 - 5 unit price per year**
 - o Portable Smart Service: \$75 per Smart Service per unit per year
 - o Mobile Smart Service: \$144 per Smart Service per unit per year
 - o Portable Maintenance: \$210 per unit per year
 - o Mobile Maintenance: \$101 per unit per year.
 - o CommandCentral Logins: \$119 per unit per year
- **Outyears 6 - 10 Price Escalation**
 - o CPI-based 8.3% escalator in year 6
 - o Inflation-based 3% escalator for years 7 – 10
- **Years 6 - 10 Incentive Commitment**
 - o 10% Discount on all maintenance and Smart Services
 - o Free Smart Services for designated Cache Radios
 - Qty. 300 Portables
 - Qty. 12 Mobiles

The below table describes Subscriber Maintenance and Smart Services Outyears 6 - 10 projected costs and incentives for planning purposes only per the above guidelines assuming the quantities stated below.

Year	Portable Maintenance	Portable Smart Service	Portable Projected Qty	Mobile Maintenance	Mobile Smart Service	Mobile Projected Qty	CommandCentral Logins	Total Projected
6	\$227	\$406	1,360	\$109	\$312	307	\$51,551	\$1,042,521
7	\$234	\$418	1,360	\$113	\$321	307	\$53,097	\$1,073,796
8	\$241	\$431	1,360	\$116	\$331	307	\$54,690	\$1,106,010
9	\$249	\$444	1,360	\$120	\$341	307	\$56,331	\$1,139,191
10	\$256	\$457	1,360	\$123	\$351	307	\$58,021	\$1,173,366
Projected MSRP Subtotal								\$5,534,884
Outyears 6 - 10 Negotiated Incentive								-\$553,488
Outyears 6 - 10 Cache Radio Incentive								-\$627,902
Outyears 6-10 Projected Price								\$4,353,494
Effective Discount								21%

Continuation of 7.2.2.

Year	Portable Maintenance after Incentive	Portable Smart Service after Incentive	Portable Projected Qty	Mobile Maintenance after Incentive	Mobile Smart Service after Incentive	Mobile Projected Qty	CommandCentral Logins after Incentive	Total Projected after Incentive
6	\$207	\$369	1,060	\$99	\$284	295	\$46,396	\$770,176
6	\$207	\$0	300	\$98	\$0	12	\$0	\$63,227
7	\$213	\$380	1,060	\$102	\$292	295	\$47,788	\$793,281
7	\$213	\$0	300	\$101	\$0	12	\$0	\$65,123
8	\$219	\$392	1,060	\$106	\$301	295	\$49,221	\$817,079
8	\$219	\$0	300	\$104	\$0	12	\$0	\$67,077
9	\$226	\$404	1,060	\$109	\$310	295	\$50,698	\$841,592
9	\$226	\$0	300	\$108	\$0	12	\$0	\$69,100
10	\$233	\$416	1,060	\$112	\$319	295	\$52,219	\$866,839
10	\$233	\$0	300	\$111	\$0	12	\$0	\$71,173
Total Projected Negotiated Price after Incentives								\$4,353,494

8.3 ASTRO CONNECTIVITY SERVICES FOR SMARTCONNECT

Description	Invoice Amount
Initial Setup	\$25,000
Year 1 of ASTRO Connectivity Services	\$19,466
Year 2 of ASTRO Connectivity Services	\$20,050
Year 3 of ASTRO Connectivity Services	\$20,652
Year 4 of ASTRO Connectivity Services	\$21,271
Year 5 of ASTRO Connectivity Services	\$21,909
Total for Years 1 - 5	\$128,348

Negotiated ASTRO Connectivity Services (ACS) Years 1 - 5 Incentive of \$103,349 applied to equipment purchase as listed in Section 8.1.

Description	Invoice Amount
Year 6 of ASTRO Connectivity Services	\$22,567
Year 7 of ASTRO Connectivity Services	\$23,244
Year 8 of ASTRO Connectivity Services	\$23,941
Year 9 of ASTRO Connectivity Services	\$24,659
Year 10 of ASTRO Connectivity Services	\$25,399
Total for Years 6 - 10	\$119,810

Additional Negotiated ASTRO Connectivity Services (ACS)) Years 6 - 10 Incentive of \$119,810 to Years 6 - 10 as listed in the MDPD terms (Exhibit B) Section 9.3.2 as part of a combined MDRF & MDPD discount totaling \$424,673.

8.4 OPTIONAL FUTURE SERVICES

Description	Deployment & Integration Services	Cost / Device / Yr.	Invoice Amount for 1360 Devices
APXNEXT CAD Interface	\$100,000	\$75 / Device / Yr.	\$102,000

The APXNEXT CAD Interface will be available to work with 3rd party CAD providers per Section 2.6.6.

8.5 HOSTED SMARTCONNECT SERVICE

Hosted SmartConnect Service

- One-time Initial Setup of up to 4900 devices
- Annual hosted service for up to 4900 devices

Description	Price
Initial Setup	\$25,000
Year 1 of Hosted SmartConnect	\$31,000
Year 2 of Hosted SmartConnect	\$31,930
Year 3 of Hosted SmartConnect	\$32,887
Year 4 of Hosted SmartConnect	\$33,874
Year 5 of Hosted SmartConnect	\$34,890
Total for Years 1 - 5	\$189,581

Additional Negotiated Hosted SmartConnect Years 1 - 5 Incentive of \$189,500 applied to equipment purchase as listed in Section 8.1.

Description	Price
Year 6 of Hosted SmartConnect	\$35,937
Year 7 of Hosted SmartConnect	\$37,015
Year 8 of Hosted SmartConnect	\$38,126
Year 9 of Hosted SmartConnect	\$39,269
Year 10 of Hosted SmartConnect	\$40,447
Total for Years 6 - 10	\$190,794

Additional Negotiated Hosted SmartConnect Years 6 - 10 Incentive of \$190,794 committed to Years 6 - 10 as listed in MDPD terms (Exhibit B) Section 9.2.2 as part of a combined MDFR & MDPD discount totaling \$424,673.

8.6 VISLINK MAINTENANCE & VISLINK CONNECT AWS GOVERNMENT CLOUD VMS DISTRIBUTION SOLUTION

Description	Price
Year 1 of Vislink Maintenance & Vislink Connect	\$312,500
Year 2 of Vislink Maintenance & Vislink Connect	\$315,250
Year 3 of Vislink Maintenance & Vislink Connect	\$319,295
Year 4 of Vislink Maintenance & Vislink Connect	\$323,386
Year 5 of Vislink Maintenance & Vislink Connect	\$327,525
Year 6 of Vislink Maintenance & Vislink Connect	\$331,714
Year 7 of Vislink Maintenance & Vislink Connect	\$335,953
Services & Warranty & Vislink Connect Total for 7 Yrs.	\$2,265,623

Annual Vislink Maintenance per the Statement of Work in Section 6.10.

8.7 WAVE PRICING

WAVE Push-To-Talk Application.

Years 1 – 5 Pricing	Unit Price / Yr.	Qty.	Duration (Years)	Extended Price
Initial Setup	\$45,620	1	1	\$45,620
Critical Connect License	\$18,000	1	5	\$90,000
LMR Channel License	\$2400	12	5	\$144,000
End User License (5 included for free)	\$96	195	5	\$93,600
Dispatch License	\$840	1	5	\$4,200
Total				\$377,420

Year 6+ Annual Subscription Cost	Unit Price / Yr.	Qty.	Duration (Years)	Extended Price
Critical Connect License	\$18,000	1	1	\$90,000
LMR Channel License	\$2400	12	1	\$144,000
End User License (5 included for free)	\$96	195	1	\$18,720
Dispatch License	\$840	1	1	\$840
Total				\$253,560

8.8 GENESIS ESA & LIFECYCLE AGREEMENT

ESA & Lifecycle Agreement for Genesis ATIA, GADI and Operations Bridge.

Description	Price
Year 2 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 3 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 4 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 5 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Total through Year 5	\$533,716

Description	Price
Year 6 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 7 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 8 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 9 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 10 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Total Years 6 through Year 10	\$667,145

8.9 PAYMENT MILESTONES

8.9.1 Payment Schedule

Except for a payment that is due on the Effective Date, MDFR will make payments to Motorola Solutions as set forth in the Agreement. Payment for the System purchase will be in accordance with the following milestones.

8.9.2 System Purchase (Excluding Subscribers)

1. 15% of the System Price due upon Contract Execution (due upon effective date).
2. 14% of the System Price due upon Contract Design Review.
3. 2% of the System Price due upon Final Acceptance.
4. The below milestones will be invoiced on a Per Site Basis; Number of sites per milestone is pursuant to SOW. Percentage will be divided by number of sites.
 - A. 18% of the System Price due upon Completion & Beneficial Use of New Site Construction (six new sites total).
 - B. 3% of the System Price due upon Completion and beneficial use of Shelter Replacements.
 - C. 8% of the System Price due upon Installation & Beneficial Use of HVAC.
 - D. 5% of the System Price due upon Installation & Beneficial Use of DC Power Systems.
 - E. 5% of the System Price due upon Installation & Beneficial Use of UPS Replacements.
 - F. 4% of the System Price due upon Installation & Beneficial Use of Generator Replacement & Additional Fuel Storage.
 - G. 4% of the System Price due upon Installation & Beneficial Use of Antenna Replacement.
 - H. 10% of the System Price due upon Installation & Beneficial Use of Microwave Hops & MPLS.
 - I. 5% of the System Price due upon Installation & Beneficial Use of RF Infrastructure at new and replacement shelter sites.
 - J. 3% of the System Price due upon Installation & Beneficial Use of West Channel Expansion.
 - K. 4% of the System Price due upon Installation & Beneficial Use of Vislink System.

8.9.3 Subscribers Purchase

100% of the Subscriber Contract Price will be invoiced upon receipt and acceptance, not to exceed ten (10) calendar days post-delivery (as shipped). Subscribers will be shipped in lots of no more than 500 units, every 10 calendar days, unless mutually agreed.

8.9.4 Lifecycle Support and Subscription Based Services

Motorola Solutions will invoice MDFR annually in advance of each year of the plan.

8.9.5 Partial Shipments

Motorola reserves the right to make partial shipments of subscriber equipment and invoice per Section 8.9.3. Motorola reserves the right to make partial shipments of microwave equipment (milestone item 4h) and invoice per Section 8.9.2. Motorola also reserves the right to invoice per the milestone schedule on a site-by-site basis upon beneficial use. The value of the equipment shipped / services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price.

SECTION 9

DISCOUNT SCHEDULE FOR FUTURE EQUIPMENT PURCHASES

Quantities	Discounted Product(s)	Discount
1-499	APX & APXNEXT P25 Radio Equipment	27%
	APX Radio Accessories	27%
500-999	APX & APXNEXT P25 Radio Equipment	30%
	APX Radio Accessories	28%
1000-1999	APX & APXNEXT P25 Radio Equipment	33%
	APX Radio Accessories	29%
2000 plus	APX & APXNEXT P25 Radio Equipment	35%
	APX Radio Accessories	30%

Infrastructure, 3 rd Party Equipment & Services	Discount
Motorola Fixed Network Equipment	15%
Motorola Drop-ship Equipment	8%
Wireless Broadband Networking & LTE Equipment	5%
Video Security Solutions	5%
Installation, Support & Subscription Services	0%

APPENDIX – A-2

MIAMI-DADE POLICE DEPARTMENT

APX RADIO PROJECT

JUNE 30, 2022



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SECTION 1

SOLUTION OVERVIEW

Motorola Solutions, Inc. (Motorola or Motorola Solutions) shall provide the Miami-Dade Police Department (MDPD or County) with the identified hardware and services for Next Generation public safety radio communications for the fixed price and subject to the terms and conditions as set forth herein. Included in the hardware and services are next generation APX NEXT Portable Smart Radios and Mobile radios and Public Safety applications. The next generation radio platform provided to MDPD will enable enhanced capabilities such as Mapping of Radios, Multimedia Messaging and Computer Aided Dispatch (CAD) interaction all enabled via the APX NEXT Portable touch-screen Smart Radio Interface combined with LTE connectivity. The LTE connectivity will also provide Expanded Voice Communications outside of the current radio system coverage area as well as wireless programming of radios. Additionally, the Voice Control capability of the Radio will enable Voice Control of the radio as well as Database Queries via voice through a Virtual Partner.

1.1 VOICE AND DATA FEATURES

The APX NEXT Smart Services ecosystem shall provide the below features described in Table 1-1.

Table 1-1: APX NEXT Ecosystem.

Smart Services	
<p>ViQi Voice Control Enables a radio user to speak voice commands into the radio at the touch of a button to change channels, change volume, or switch to surveillance mode as examples.</p>	<p>SmartLocate Provides location updates every few seconds over Broadband LTE from radios.</p>
<p>SmartProgramming Enables programming and firmware updates to APX radios without physically connecting to them.</p>	<p>SmartConnect Provides P25 voice connectivity via LTE when outside of the radio coverage footprint.</p>
<p>SmartMessaging Enables multi-media messaging to radios viewable on the touch-screen display to see BOLO's and other critical information immediately.</p>	<p>ViQi Virtual Partner ViQi Virtual Partner enables a radio user to query a driver's license, a license plate or a VIN, by speaking a query into the radio to a virtual assistant (ViQi). ViQi returns results via voice back to the user enabling an efficient workflow in many scenarios.</p>
<p>CAD Interface Enables a radio user to interact with a Computer Aided Dispatch system for critical incident updates.</p>	<p>CommandCentral Aware Mapping & Messaging CommandCentral Aware is a cloud-based mapping and messaging client which provides radio locations, situational awareness and interactive multi-media messaging, to include alerts and messaging to and from the Real-Time Crime Center.</p>

SECTION 2

SOLUTION DESCRIPTION

2.1 APX NEXT RADIO EQUIPMENT

2.1.1 APX NEXT Smart Radio Equipment

Motorola shall provide the APX NEXT Portables, APX 8500 Mobiles, APX Consolettes, Sierra Wireless XR80 Routers and accessories listed in section 7.1.

2.1.2 APX NEXT Bluetooth Remote Speaker Mics

Similar to previous generation Remote Speaker Mics, there will be an option for a wireless Bluetooth version, which is currently under development. The APX NEXT Bluetooth Speaker Mic will be available in Q2 2023 at the latest, but could be commercially available sooner. MDPD will be included in regular meetings with the Motorola product manager (a minimum of every 60 days) for regular product updates and to provide input into the design of the product as it goes through the development process. MDPD shall have the option to obtain the wireless Bluetooth version of the Remote Speaker Mics once available as set forth herein.

2.2 SMART APPLICATION SERVICES

The following Smart Services shall be included for each APX NEXT Portable:

- CommandCentral Aware
- SmartLocate
- SmartMapping
- SmartProgramming
- SmartMessaging
- SmartConnect

The retention period for location data in CommandCentral Aware mapping is configurable via the CommandCentral Admin tool. CommandCentral Aware can be configured to store up to 12 weeks of location data or can be configured not to store any data at all. The retention time is configurable and can also be set to 9 weeks to match what MDPD Police currently uses on its AVL System. The CommandCentral Aware historic map can be exported into a KMZ file for use in GoogleEarth. There is no limit to the amount of data stored nor is there a charge for the retrieval of data. CommandCentral Aware is also compatible with Microsoft Active Directory and Active Directory File System (ADFS).

2.2.1 SmartConnect

A Motorola P25 ASTRO Core along with an ISSI 8000 Connection and SmartConnect Gateway shall be included to connect to P25 Systems via ISSI and enable roaming to LTE through SmartConnect.

2.2.2 ASTRO 25 Core

The ASTRO® Master Site being provided shall contain redundant server and transport hardware. Each core will contain two core servers, two Edge Routers, two Core LAN switches, and two Backhaul switches. The standard core configuration shall also contain a Gateway GPRS Support Node (GGSN) and Border Router to support data operations and CEN server to host optional software licensed features.

The ISSI 8000 Gateway resides on the core servers with the Master Site. It runs in a virtual container. The mandatory InterSystem Firewall shall provide network address translation, protects the zone core from unauthorized traffic on the ISSI link and optionally provides encryption on the connection to the foreign system.

2.2.3 Secondary SmartConnect Fallback

In addition to having SmartConnect to extend coverage with the MDPD Radio System, Motorola shall provide hosted backup channels in the SmartConnect cloud for MDPD. This will provide a fallback set of LTE SmartConnect channels that MDPD can revert if primary communications are lost.

2.2.4 CAD Interface

The APX NEXT CAD Interface is a vendor agnostic CAD interface for APX NEXT to bring in real-time message to the APX NEXT platform including but not limited to:

- Providing Incident Information such as incident number, location, hazards, nature of call, incident updates and associated multi-media.
- Bi-directional communications which allow the officer to provide updates to the dispatcher such as status updates and emergency notifications.
- Notification to the dispatcher when the Emergency Button is activated.
- Personnel level tracking to CAD, with configurable location updates (dynamic location updates).
- Unit Management: Allow APX NEXT users to assign themselves to a different unit, from the device. The new unit assignment information should propagate to the rest of the CAD system and to the map (CC Aware and SmartMapping).

The APX NEXT CAD Interface functionality detailed above shall be available per Section 2.2.11. Motorola shall provide either an API or an SDK to MDPD allowing MDPD to share with any CAD vendor for integration with APX NEXT portables. The API document or SDK shall be made available to the agency either via a pdf document or with the SDK placed in escrow. As Motorola develops the solution for the APX NEXT CAD Interface, MDPD will be included in discussions to help validate the solution.

MDPD requires the capability to interoperate between Motorola PremierOne CAD (utilized by MDPD) and its future CAD and CAD Data Exchange Hub (DEH). The CAD to CAD

Interface & DEH interface solutions shall allow integration between MDPD Police Department and the selected CAD for MDPD. The DEH interface shall allow additional agencies to interface these CAD solutions, regardless of vendor. This bidirectional exchange of information shall provide first responders with the ability to share information and data in a reliable and secure manner to save lives, preserve property, and ensure that proper communications systems and processes are available on demand to support organized emergency response. Motorola shall provide the interfaces, at a cost to the County of \$100,000 per interface.

2.2.5 CommandCentral Device Login Feature

Motorola Solutions shall provide, as set forth below in Section 2.2.6, the ability to remotely log in/out the APX NEXT devices into CommandCentral without the need for end-users to enter an email username and password and prevent the end-users from having the ability to log in/out from the radio.

2.2.6 Feature Availability

- SmartMessaging PDF Support – Available in 2023
- Multi-System OTAR – Available in 2023
- APX NEXT CAD Interface – Available in 2024
- ViQi Virtual Partner – Available once approved by FDLE
- CommandCentral Device Login Feature – Available in 2024
- Multiple Code Plug Feature – Available in 2024

SECTION 3

STATEMENT OF WORK

3.1 GENERAL RESPONSIBILITIES

The Miami-Dade Police Department (MDPD) and Motorola Solutions shall each assign a Project Manager to coordinate the timely execution of the activities and duties of their respective organizations.

Unless otherwise noted, Motorola Solutions and its contractors shall work during normal working hours (Monday to Friday, 8 am to 5 pm, excluding holidays).

3.2 P25 MASTER SITE WITH ISSI, SMARTCONNECT AND LOCATION SUBSYSTEMS

3.2.1 Locations

- LightSpeed Dispatch Center
- Backup Dispatch Center (5680 SW 87 Ave)
- TCC (6010 SW 87 Ave)

3.2.2 Motorola Solutions Responsibilities

Motorola Solutions shall furnish, install, configure and test the following equipment at LightSpeed (detailed in Section 6 and Section 8):

- Motorola Solutions P25 Core with ISSI and SmartConnect functionality.
- Network switches and firewalls.
- AirLink Connection Manager Server.
- CommandCentral Aware Cloud connect server (with cold standby).
- Provision the new APX NEXT portable and APX mobile, and APX Consolette radios into the Motorola Solutions P25 Core.
- Provision the APX NEXT portable and APX mobile units into the CommandCentral Aware mapping system.
- Install one (1) ASTRO Connectivity Service (ACS) circuit at LightSpeed, including outdoor LTE antenna.
- Install one (1) ASTRO Connectivity Service (ACS) circuit at TCC, including outdoor LTE antenna.

3.2.3 Miami-Dade County Responsibilities

- Internet connection in the equipment room of the installed Motorola Solutions equipment.
- Necessary labor, software, features, core equipment and networking equipment are installed, tested and working on the existing Miami-Dade County 800MHz P25 system core to support ISSI operation.
- Provide personnel to assist in end-to-end configuration and testing of the existing Miami-Dade County 800MHz P25 system core to Motorola core ISSI connection.
- Provide personnel to assist in the provisioning of the new radio units into the existing Miami-Dade County 800MHz P25 system.
- Backup power. Provide access and escorts to Motorola Solutions as required for the installation locations.
- At LightSpeed:
 - Sufficient rack space is available in the equipment room.
 - Unused AC outlets in the floor beneath the racks are working and available for use by the Motorola Solutions equipment.
 - Sufficient space and AC power are available to install Customer Premise Equipment associated with the ACS circuit.
 - Existing dispatch workstations have access to the Internet and browsers compatible with the CommandCentral Aware mapping web interface.
- At 5680 SW 87 Ave:
 - Existing dispatch workstations have access to the Internet and browsers compatible with the CommandCentral Aware mapping web interface.
- At TCC:
 - Sufficient space and AC power are available to install Customer Premise Equipment (CPE) associated with the ACS circuit.

3.3 BACKUP CONTROL STATIONS (LIGHTSPEED DISPATCH)

3.3.1 Motorola Solutions Responsibilities

Motorola Solutions shall furnish, install and configure the following equipment at LightSpeed (detailed in Section 6):

- Twenty-Six (26) APX Console Stations.
- Twenty-Six (26) MCD5000 Desksets.
- Three (3) LAN Switches.
- Three (3) Backup LTE Modems.
- Three (3) Backup LTE Antenna Systems mounted on the roof.

3.3.2 MDPD Responsibilities

- Move Police Department dispatch operations to the backup location for approximately 3 days in order to ensure Motorola Solutions installation work does not interfere with the work of the telecommunicators.

- Internet connection in the equipment room within 75-feet of the installed Motorola Solutions equipment.
- Backup power.
- Provide access and escorts to Motorola Solutions as required for the installation locations.
- MDPD shall provide Alternate Control Set (AC Set) connection to logging system.
- MDPD shall provide 120 VAC outlet at each operator position.
- MDPD shall provide unused AC outlets in the floor beneath the racks are working and available.
- MDPD shall provide access to existing 700/800 MHz control station antenna system.
- MDPD shall provide access to Row 1, racks 6, 7, 8 and 9 to be used for the backup control station equipment.

3.4 BACKUP CONTROL STATIONS (AT BACKUP DISPATCH, 5680 SW 87 AVE)

3.4.1 Motorola Solutions Responsibilities

Motorola Solutions shall furnish, install and configure the following equipment at 5860 SW 87 Ave (detailed in Section 6)

- Seventeen (17) APX Console Stations.
- Seventeen (17) MCD5000 Desksets.
- Two (2) LAN Switches.
- Two (2) Backup LTE Modems.
- Two (2) Backup LTE Antenna Systems mounted inside.
- Install the necessary AC circuits from the existing breaker panel(s) to the cabinet locations.
- Install AC distribution equipment within the existing cabinets.

3.4.2 MDPD Responsibilities

- Backup power.
- Provide access and escorts to Motorola Solutions as required for the installation locations.
- MDPD shall provide Alternate Control Set (AC Set) connection to logging system.
- MDPD shall provide 120 VAC outlet at each operator position.
- MDPD shall provide sufficient capacity to accommodate the necessary Motorola Solutions installed AC circuits.
- MDPD shall provide access to existing 700/800 MHz control station antenna system.
- MDPD shall provide access to the existing three racks to remove the existing backup radios and to install the Motorola backup APX Console Stations.

3.5 MOBILE AND PORTABLE RADIO PROGRAMMING AND INSTALLATION

3.5.1 Motorola Solutions Responsibilities

Motorola Solutions shall furnish the following equipment (detailed in Section 6) and services as set forth herein:

- 4690 APX NEXT Single-band portable radios.
- 250 APX NEXT Multi-band radios.
- 2670 APX Single-band mobile radios.
- 30 APX Multi-band mobile radios.
- 50 APX Single-band mobile radios for motorcycles.

(The above quantities include spares.)

Configuration and Programming

- Work with MDPD to create up to a total of 50 templates to be used across the various radio models.
- Create up to a total of 50 code plugs for the various radio models.
- Create a test set of up to a total of 25 radios to verify template and codeplugs.
- Make necessary revisions to the templates and codeplugs after testing to arrive at final configurations.
- Program the balance of the radios once using the final template and codeplugs.
- Load each radio once with a Unique Key Encryption Key (UKEK).
- Test each radio after programming.

Initial Installation of Mobile Radios (up to 2462 vehicles)

- Work with MDPD personnel to schedule and coordinate the mobile installation effort.
- Coordinate with MDPD at a designated location within MDPD to map out and perform sample installations on up to 5 vehicles prior to the overall installation effort.
- These sample installations will be used to build the template (to be agreed upon with Miami-Dade) for all other vehicles and to train the installation crews on a consistent approach.
- Provide trucks and labor to transport mobile radios from a central receiving location to the temporary installation bays.
- Remove existing mobile radios and install mobile radios at these temporary installation bays.
- Test mobile radio installations.
- Place the removed mobile radios at a spot within the temporary installation bay facility.
- Provide weekly progress and test reports to MDPD.
- Note: This does not include any installations of Motorcycles, Boats, Aircraft or other non-standard MDPD vehicles.
- Installations will be warranted for 1 Year from the time of initial installation
- Any issues arising as a result of a defect in workmanship will be covered for a period of one year.
- Motorola, at its discretion, will either provide repair services on-site in Miami-Dade or reimburse MDPD for repair services for up to 2 hours of labor at \$220 total (\$110 hourly rate) for installation or equipment defects. In cases where an individual vehicle needs to be returned to service immediately, MDPD has the option to obtain immediate repair services

- from any service provider and Motorola shall reimburse MDPD for repair services for up to 2 hours of labor at \$220 total (\$110 hourly rate).
- Exclusions to this would be issues relating to the equipment defects which will be remedied under the warranty being provided on radio and LTE products as outlined in Section 5 SERVICE / WARRANTY (5.3.2 APX Mobile Radio and 5.3.4 Sierra Wireless LTE Modems).

3.5.2 MDPD Responsibilities

- Provide a MDPD project manager (single point of contact) to coordinate the MDPD activities throughout the installation effort.
- Work with Motorola Solutions to design and test the necessary programming templates for all radios.
- Provide a central facility to receive and program all mobile and portable radios, including sufficient space, security and AC power.
- Provide one temporary installation bay consisting of a tent and other equipment including sufficient air conditioning or outdoor coolers to support the installation of mobile radios into vehicles. This installation bay will be erected and removed at up to 10 locations within MDPD County to support mobile radio installations at the various MDPD district stations.
- Provide suitable physical space for installation of the temporary installation bays at the various locations around the county.
- Provide security for the temporary installation bays outside of working hours.
- Provide sufficient AC power hookups and/or generators to the temporary installation bays.
- Make available at the temporary installation bay at least 12 vehicles per day, 6 days per week (Monday to Saturday) for the installation work (6 vehicles for the day shift (6 am to 2 pm) and 6 vehicles for the evening shift (2 pm to 10 pm)). This will be a continuous effort at each location. There will be down time for installation bay relocation when moving between locations.
- Provide the necessary access and escorts to the installation locations.
- Provide for transportation and storage of MDPD radio equipment to the installation sites.
- Removal and disposal of mobile radios removed from vehicles and left at each of the district stations.
- Miami-Dade ITD, as approved by MDPD, will provide quality assurance for the vehicular installation of each mobile radio for MDPD.
- MDPD shall approve use of the hole in the vehicle for the existing LMR antenna to be reused for the new LMR antenna.
- MDPD shall approve a new hole for the LTE modem antenna to be drilled into the roof of the vehicles.
- MDPD agrees that connections to sirens and lights are separate and outside the scope of this project.

SECTION 4

ACCEPTANCE TEST PLAN

4.1 SMARTMAPPING

4.1.1 Display Location on APX NEXT

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on APXNext.

SETUP

Radio 1 and Radio 2 will have SmartMapping enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartMapping layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Zoom out on Radio 1 SmartMapping map and see other radio's location (e.g. Radio 2) displayed.

Pass____ Fail____

4.1.2 Display Location of Radio in Emergency

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on APXNext.

SETUP

Radio 1 and Radio 2 will have SmartMapping enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartMapping layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Initiate an emergency alarm from Radio 2 and observe the icon on the Radio 1's display map indicating an emergency.
- Step 3. Clear the emergency and observe the icon revert.

Pass____ Fail____

4.2 SMARTLOCATE

4.2.1 Display Location of APX NEXT

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on Command Central Aware.

SETUP

Radio 1 and Radio 2 will have SmartLocate enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartLocation layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Login to CCAware via Chrome browser
- Step 3. Zoom out on CommandCentral Aware map and see radio locations (e.g. Radio 1) displayed.
- Step 4. Move radio users in the field and observe accurate movement of the radio location icons
- Step 5. Turn off radios and observe the icons disappear from the map

Pass____ Fail____

4.2.2 Display Location of Radio in Emergency

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on Command Central Aware.

SETUP

Radio 1 and Radio 2 will have SmartLocate enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartLocation layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Login to CCAware via Chrome browser
- Step 3. Zoom out on CommandCentral Aware map and see radio locations (e.g. Radio 1) displayed.
- Step 3. Initiate and emergency alarm from Radio 2 and observe the icon change, indicating an emergency.
- Step 4. Clear the emergency and observe the icon revert.

Pass____ Fail____

4.3 SMARTMESSAGING

4.3.1 Send Multimedia File to a Radio

1. DESCRIPTION

Messages can be sent/received by APXNext Devices.

SETUP

Radios will have SmartMessaging enabled.

SmartMessaging client will be configured.

VERSION #1.000

2. TEST

- Step 1. Login to Dispatch Messaging Client
- Step 2. Power on target radios
- Step 3. Send a Multimedia file (JPG) from the Dispatch Messaging Client software to Radio 1. Confirm the file is received at Radio 1.
- Step 4. Radio 1 will respond back with a freeform text acknowledgement. Confirm the response is received at the Dispatch Messaging Client.

Pass____ Fail____

4.3.2 Send Multimedia File to a Group of Radios

1. DESCRIPTION

Messages can be sent/received by APXNext Devices.

SETUP

Radios (Radio 1, Radio 2, Radio 3) will have SmartMessaging enabled.

SmartMessaging client will be configured.

VERSION #1.000

2. TEST

- Step 1. Login to Dispatch Messaging Client
- Step 2. Power on target radios
- Step 3. Send a Multimedia file (JPG) from the Dispatch Messaging Client software to a group of Radios (Radio 1, Radio 2, Radio 3)
- Step 4. Confirm the file is received at all radios.

Pass____ Fail____

4.4 SMARTPROGRAMMING

4.4.1 Program a single APX NEXT radio

1. DESCRIPTION

Radios can be programmed and managed wirelessly from a central environment.

SETUP

Radio 1 will have SmartProgramming enabled and be provisioned in the same RadioCentral agency as the RadioCentral programmer.

VERSION #1.000

2. TEST

- Step 1. Login to Radio Central application
- Step 2. Power on target radios
- Step 3. Change the alias of Radio 1 in the RadioCentral Application. This will create a configuration delta.
- Step 4. Initiate a programming (write) of Radio 1.
- Step 5. Confirm receipt of the programming job at the radio.
- Step 6. Accept and install the programming job from the radio.
- Step 7. Following the update, observe the radio programming has successfully been modified.

Pass____ Fail____

4.4.2 Program multiple APX NEXT Radios

1. DESCRIPTION

Multiple radios can be programmed and managed wirelessly from a central environment.

SETUP

Radio 1 and Radio 2 will have SmartProgramming enabled and be provisioned in the same RadioCentral agency as the RadioCentral programmer. Radio 1 and 2 will share a common configuration (template).

VERSION #1.000

2. TEST

- Step 1. Login to Radio Central application
- Step 2. Power on target radios
- Step 3. Change a configuration parameter of Radio 1 and Radio 2 in the RadioCentral Application. This will create a configuration delta for all radios utilizing that configuration.
- Step 4. Initiate a programming (write) for Radio 1 and Radio 2.
- Step 5. Confirm receipt of the programming job at the radios.
- Step 6. Accept and install the programming job from the radios.
- Step 7. Following the update, observe the radios programming has successfully been modified.

Pass ____ Fail ____

4.5 SMARTCONNECT

4.5.1 SmartConnect - Subscriber Mobility - Manual Switchover to Broadband

1. DESCRIPTION

Upon losing LMR RF coverage and no other LMR sites are available, a user may choose to manually switch to a SmartConnect site by selecting a personality configured as "Broadband Only".

The broadband access type used is dependent on the capabilities/configuration of the radio.

The following test demonstrates manual switchover between LMR and SmartConnect.

SETUP

RADIO-1 – TALKGROUP 1", "LMR Only"
(personality 1)

RADIO-1 – TALKGROUP 1", "Broadband Only"
(personality 2)

RADIO-2 - TALKGROUP 1, "LMR Only"
CONSOLE-1 - TALKGROUP 1

VERSION #1.010

2. TEST

- Step 1. With RADIO-1 and RADIO-2 on LMR Site 1, initiate a Wide Area Call from RADIO-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-2 and CONSOLE-1 will be able to receive and respond to the call. Dekey RADIO-1.
- Step 3. Change RADIO-1 to a "Broadband Only" personality for TALKGROUP 1.
- Step 4. Observe that RADIO-1 moves to the broadband SITE 2 and displays the SmartConnect banner. The radio may briefly display "Out of Range" during this transition.
- Step 5. Initiate a Wide Area Call from RADIO-1 on TALKGROUP 1.
- Step 6. Observe that RADIO-2 and CONSOLE-1 are able to receive and respond to the call.
- Step 7. Dekey RADIO-1 and select the "LMR Only" personality.
- Step 8. Observe that RADIO-1 moves back to LMR SITE 1 and no longer displays the SmartConnect banner.
- Step 9. Observe that RADIO-2 and CONSOLE-1 are still able to receive and respond to calls from RADIO-1.

Pass_____ Fail_____

4.5.2 SmartConnect - Wide Area Trunking - Talkgroup Call

1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup.

This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

SETUP

RADIO-1 – TALKGROUP 1
RADIO-1 – LMR SITE 1

RADIO-2 –TALKGROUP 1
RADIO-2 – BROADBAND SITE 2

RADIO-3 - TALKGROUP 2
RADIO-3 - LMR SITE 1

RADIO-4 - TALKGROUP 2
RADIO-4 - BROADBAND SITE 2

VERSION #1.010

2. TEST

- Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.
- Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass ____ Fail ____

4.5.3 SmartConnect - Wide Area Trunking - Secure Operation

1. DESCRIPTION

Digital encryption is used to scramble a transmission so only properly equipped and configured radios can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios with the same "Key" can decrypt the audio and listen to it.

SETUP

RADIO-1 - TALKGROUP 1 (SECURE TXMODE)

RADIO-2 - TALKGROUP 1 (SECURE TXMODE)

RADIO-3 - TALKGROUP 1 (SECURE MODE and no, or incorrect key)

RADIO-4 - TALKGROUP 1 (Clear TX Mode)

Notes:

- The identical secure mode must be programmed into RADIO-1, RADIO-2, RADIO-4 and that RADIO-3 has no secure code loaded or has a unique secure code from the other testing radios.
- Execute this test with all radios on the broadband site.

VERSION #1.010

2. TEST

- Step 1. Initiate a secure wide area call with RADIO-1 on TALKGROUP 1. Keep this call in progress until instructed to end the call.
- Step 2. Observe that RADIO-2 will be able to monitor the call.
- Step 3. Observe that RADIO-3 does not receive the call.
- Step 4. Observe that RADIO-4 will also receive the call even with the secure switch set to the non-secure mode of operation.
- Step 5. End the call from RADIO-1.
- Step 6. Respond with RADIO-2 and verify that RADIO-1 and RADIO-4 receive the response audio but RADIO-3 cannot.

Pass_____ Fail_____

4.6 MCC 7100/7500 TRUNKED RESOURCES

4.6.1 Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected),
TALKGROUP 2 (Unselect mode)

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.
- Step 2. Verify that the Transmit indicator is lit.
- Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.
- Step 4. On RADIO-1 change to TALKGROUP 2.
- Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.
- Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass ____ Fail ____

MCC 7100/7500 Trunked Resources

4.6.2 Talkgroup Selection and Call

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 2

VERSION #1.010

2. TEST

- Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.
- Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.
- Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass____ Fail____

MCC 7100/7500 Trunked Resources

4.6.3 Talkgroup Selection and Call - Secure

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup. Digital encryption is used so only properly equipped and configured subscribers can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios and Consoles with the same "Key" can decrypt the audio and listen to it.

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1 (Secure TX Mode)
RADIO-2 - TALKGROUP 2 (Secure TX Mode)
RADIO-3 - TALKGROUP 2 (No Keys)
RADIO-4 - TALKGROUP 1 (Clear TX Mode with Keys loaded)
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2 (Secure TX Mode)

VERSION #1.040

2. TEST

- Step 1. Initiate a wide area secure call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Verify RADIO-1 can monitor and respond to the secure call.
- Step 3. Verify RADIO-4 can monitor and respond to the secure call because even though it is in clear mode the correct encryption keys are loaded for the secure call.
- Step 4. Initiate a wide area secure call from CONSOLE-1 on TALKGROUP 2.
- Step 5. Verify that RADIO-2 can monitor and respond to the secure call. Note that RADIO-3 cannot monitor the call.

Pass____ Fail____

MCC 7100/7500 Trunked Resources

4.6.4 PTT Unit ID/Alias Display

1. DESCRIPTION

Console operator positions contain various resources such as talkgroup, multigroup, Private Call which enables the dispatcher to communicate with the subscriber units. If activity occurs on one of these operator position resources, the unit ID or associated alias of the initiating radio appears at the console resource.

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.010

2. TEST

- Step 1. Select the resource for TALKGROUP 1 on CONSOLE-1.
- Step 2. Initiate a call on TALKGROUP 1 from RADIO-2 and observe that the alias is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.
- Step 3. Initiate a call from RADIO-1 and observe that the alias of RADIO-1 is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.
- Step 4. Modify RADIO-2's alias. Make sure to give enough time for the alias change to propagate to the Zone Controller.
- Step 5. Initiate a call from RADIO-2 and observe the new alias of RADIO-2 is seen at CONSOLE-1 in the list in the resource window as well as in the Activity Log window.
- Step 6. Return RADIO-2's alias to its original state.

Pass____ Fail____

MCC 7100/7500 Trunked Resources

4.6.5 Multi-Select Operation

1. DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1, TALKGROUP 2

VERSION #1.010

2. TEST

- Step 1. From CONSOLE-1, create an Msel group with TALKGROUP 1 and TALKGROUP 2.
- Step 2. Transmit on the Msel using the Msel instant transmit button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear the call.
- Step 4. Initiate a call with RADIO-1.
- Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.
- Step 6. Initiate a call with RADIO-2.
- Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.
- Step 8. On CONSOLE-1 dissolve the Msel.

Pass ____ Fail ____

MCC 7100/7500 Trunked Resources

4.6.6 Talkgroup Patch

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups.

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

Note: All 4 Radios must have the same home zone.

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.
- Step 2. Initiate a patch call from CONSOLE-1.
- Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.
- Step 4. Initiate several calls between the radios and verify successful communication.
- Step 5. Dissolve the patch created in step 1.

Pass _____ Fail _____

MCC 7100/7500 Trunked Resources

4.6.7 Call Alert

1. DESCRIPTION

Call Alert Page allows a subscriber/dispatcher to selectively alert another radio unit. The initiating subscriber/console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating subscriber/console unit.

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.030

2. TEST

- Step 1. Using CONSOLE-1, select the call alert button in the "Private Call" resource window.
- Step 2. Enter the ID of RADIO-1 and send the call alert to RADIO-1.
- Step 3. Verify that RADIO-1 receives the alert and that the ID or alias of the console is shown.
- Step 4. Turn off RADIO-1.
- Step 5. Using CONSOLE-1, send the call alert to RADIO-1 again.
- Step 6. Verify that after trying to page RADIO-1, the console displays "Can not send call alert - target not found" in the summary/status list.

Pass ____ Fail ____

4.7 MCC 7100/7500 CONVENTIONAL RESOURCES

4.7.1 Conventional Call - Analog (Using a Test Set)

1. DESCRIPTION

A conventional station can be integrated into a trunking system by placing a conventional resource on the consoles. This allows the user to dispatch and patch the conventional station with the desired talkgroups.

This test will demonstrate the audio output at the Conventional Channel GateWay (CCGW) using a test set in those cases where the attached device is not available.

SETUP

CONSOLE-1 - CONVENTIONAL CHANNEL 1 and
CONVENTIONAL CHANNEL 2

Connect a transmission test set to the port that corresponds to CONVENTIONAL CHANNEL 1 in the Console Position.

Note: Each RJ45 receptacle on the Analog Module of the Conventional Channel GateWay (CCGW) represents a possible resource, pins 1 and 2 are for RX audio, and pins 4 and 5 are for TX audio.

VERSION #1.030

2. TEST

- Step 1. Connect a transmission test set to the output of the port corresponding to CONVENTIONAL CHANNEL 1 on CONSOLE-1.
- Step 2. Using CONSOLE-1, initiate a call on CONVENTIONAL CHANNEL 1 and verify Transmit audio is heard through the transmission test set.
- Step 3. Using the test set, inject a test tone into the input of CONVENTIONAL CHANNEL 1.
- Step 4. Verify the CONVENTIONAL CHANNEL 1 resource receives the tone in the appropriate speaker.
- Step 5. Connect a transmission test set to the output of the port corresponding to CONVENTIONAL CHANNEL 2 on CONSOLE-1.
- Step 6. Using CONSOLE-1, initiate a call on CONVENTIONAL CHANNEL 2 and verify Transmit audio is heard through the transmission test set.
- Step 7. Using the test set, inject a test tone into the input of CONVENTIONAL CHANNEL 2.
- Step 8. Verify the CONVENTIONAL CHANNEL 2 resource receives the tone in the appropriate speaker.

Pass ____ Fail ____

4.8 ISSI 8000

4.8.1 Manual Roaming - Talkgroup Call

1. DESCRIPTION

This test demonstrates that after a console in the local system patches a home talkgroup with a foreign talkgroup, when the console initiates a patch call on the patched talkgroups, the call can be heard by a home radio in the local system that is affiliated to the home talkgroup, and can be heard by a home radio that has roamed to the foreign system and is affiliated to the foreign talkgroup.

This test will also demonstrate that a group call initiated from a home radio in the local system that is affiliated to a home talkgroup can be heard by a home radio that has roamed to a foreign system and is affiliated to a talkgroup home to the foreign system.

Additionally, this test demonstrates that a group call initiated from a home radio that has roamed to a foreign system and is affiliated to a talkgroup home to the foreign system can be heard by a home radio affiliated to a home talkgroup in the local system.

SETUP

SYSTEM 1 (home of TALKGROUP 1)
RADIO-1 (home to SYSTEM 1, located in SYSTEM 1) - TALKGROUP 1
CONSOLE-1 (located in SYSTEM 1) - TALKGROUP 1, TALKGROUP 2

SYSTEM 2 (home of TALKGROUP 2)
RADIO-2 - TALKGROUP 2
RADIO-2 switches to SYSTEM 2's personality when it roams to SYSTEM 2 and is affiliated to TALKGROUP 2.

VERSION #1.030

2. TEST

- Step 1. Using CONSOLE-1, create a patch between TALKGROUP 1 and TALKGROUP 2.
- Step 2. Initiate a patch call from CONSOLE-1 for the patch that contains TALKGROUP 1 and TALKGROUP 2.
- Step 3. Observe that RADIO-1 and RADIO-2 are able to monitor and respond to the call.
- Step 4. Initiate a group call from RADIO-1 on TALKGROUP 1.
- Step 5. Observe that RADIO-2 and CONSOLE-1 are able to monitor and respond to the call.
- Step 6. Initiate a group call from RADIO-2 on TALKGROUP 2.
- Step 7. Observe that RADIO-1 and CONSOLE-1 are able to monitor and respond to the call.
- Step 8. Dissolve the patch on CONSOLE-1.

Pass_____ Fail_____

ISSI 8000

4.8.2 Manual Roaming - Secure Talkgroup Call

1. DESCRIPTION

This test will demonstrate that after a console in the local system patches a home talkgroup with a foreign talkgroup, when the console initiates a secure patch call on the patched talkgroups, the call can be heard by a home radio in the local system that is affiliated to the home talkgroup, and can be heard by a home radio that has roamed to the foreign system and is affiliated to the foreign talkgroup.

This test will also demonstrate that a secure group call initiated from a home radio in the local system that is affiliated to a home talkgroup can be heard by a home radio that has roamed to a foreign system and is affiliated to a talkgroup home to the foreign system.

Additionally, this test demonstrates that a secure group call initiated from a home radio that has roamed to a foreign system and is affiliated to a talkgroup home to the foreign system can be heard by a home radio affiliated to a home talkgroup in the local system.

SETUP

SYSTEM 1 (home of TALKGROUP 1)
RADIO-1 (home to SYSTEM 1, located in SYSTEM 1) - TALKGROUP 1
RADIO-3 - TALKGROUP 1 (no key)
CONSOLE-1 (located in SYSTEM 1) - TALKGROUP 1, TALKGROUP 2

SYSTEM 2 (home of TALKGROUP 2)
RADIO-2 - TALKGROUP 2
RADIO-2 switches to SYSTEM 2's personality when it roams to SYSTEM 2 and is affiliated to TALKGROUP 2.

Ensure the proper key has been loaded in the radios and console.

VERSION #1.050

2. TEST

- Step 1. Using CONSOLE-1, create a secure patch between TALKGROUP 1 and TALKGROUP 2.
- Step 2. Initiate a secure patch call from CONSOLE-1 for the patch that contains TALKGROUP 1 and TALKGROUP 2.
- Step 3. Observe that RADIO-1 and RADIO-2 are able to monitor and respond to the call. Note that RADIO-3 is not able to monitor the call.
- Step 4. Initiate a secure group call from RADIO-1 on TALKGROUP 1.
- Step 5. Observe that RADIO-2 and CONSOLE-1 are able to monitor and respond to the call. Note that RADIO-3 is not able to monitor the call.
- Step 6. Initiate a secure group call from RADIO-2 on TALKGROUP 2.
- Step 7. Observe that RADIO-1 and CONSOLE-1 are able to monitor and respond to the call. Note that RADIO-3 is not able to monitor the call.
- Step 8. Dissolve the patch on CONSOLE-1.

Pass____ Fail____

ISSI 8000

4.8.3 Manual Roaming with Talkgroup Mapping - Talkgroup Call

1. DESCRIPTION

Talkgroup mapping provides the ability for radios that don't use automatic roaming to access a foreign talkgroup without using a console patch. In one of the systems, a configured foreign talkgroup is mapped to a home talkgroup ID. Then radios in the local system can affiliate to that mapped home talkgroup ID to access the foreign talkgroup.

This test demonstrates that when a foreign talkgroup is mapped to a home talkgroup ID, a radio in the local system that is affiliated to the mapped home talkgroup ID can initiate and hear calls on the foreign talkgroup.

Note that the mapped home talkgroup behaves as a foreign talkgroup – for example, if the inter-system link is down to the home system, the mapped home talkgroup will not function..

Note: If patching different access types (TDMA / FDMA) between systems, then either Console Patch or Transcoding is required.

SETUP

SYSTEM 1 (home of TALKGROUP 1)
RADIO-1 (home to SYSTEM 1, located in SYSTEM 1) - TALKGROUP 1

SYSTEM 2 (home of TALKGROUP 2)
SYSTEM2 PM has System1 Talkgroup 1 Foreign Group mapped to Talkgroup 2. RADIO-2 - TALKGROUP 2
RADIO-3 – TALKGROUP 1
CONSOLE-2 (located in SYSTEM2) - affiliated to TALKGROUP 1.

VERSION #1.020

2. TEST

- Step 1. Initiate a group call from RADIO-2 on TALKGROUP-2.
- Step 2. Observe that RADIO-3, CONSOLE-2, and RADIO-1 are able to monitor and respond to the call on TALKGROUP-1.
- Step 3. Initiate a group call from RADIO-1 on TALKGROUP 1.
- Step 4. Observe that RADIO-2 is able to monitor and respond to the call on TALKGROUP 2, while RADIO-3 and CONSOLE-2 hear the call on TALKGROUP 1.

4.9 P25 FUNCTIONAL TESTING (PASS / FAIL)

4.9.1 General Usage

1. Power on the Radio
2. Autolog In (registers P25 ID and P25 Group)
3. Turn radio off and on multiple times
4. Change Systems
5. Change Groups
6. Display System and Talkgroup name on radio
7. Transmit on Groups in Different Systems
8. Receive on Groups in Different Systems
9. Display P25 ID of users when receiving calls
10. Change volume up/down
11. Use the Buttons programmed on the Radio
12. Try to transmit while someone else is transmitting on P25 trunked (receive tone)
13. Transmit until time-out (receive tone)

4.9.2 Specific Calls:

1. Transmit (800 MHz) P25 Trunked
2. Receive (800 MHz) P25 Trunked
3. Transmit (700 MHz) P25 Trunked
4. Receive (700 MHz) P25 Trunked
5. Transmit (800 MHz) P25 Conventional
6. Receive (800 MHz) P25 Conventional
7. Transmit (700 MHz) P25 Conventional
8. Receive (700 MHz) P25 Conventional

4.9.3 Emergency:

1. Emergency declare
2. Emergency automatic open mic option 5 seconds
3. Emergency Clear
4. Receive multiple emergency signals on the same group
5. Transmit emergency signal on the same group with an Emergency active (queue state)
6. Transmit while talkgroup is in emergency state (receive tone)
7. After Transmit, move to another talkgroup (emergency should not follow)
8. Encryption:
9. Transmit and Receive (800 MHz) P25 Trunked AES OTAR Encryption
10. Transmit and Receive (700 MHz) P25 Trunked AES OTAR Encryption
11. Over-the-air-encryption (OTAR) AES receiving the warm start of the key
12. Reverse Warm Start

4.9.4 Patches:

1. Encrypted/Digital
2. Encrypted/Encrypted
3. Digital/Digital

4.9.5 Simulselects:

1. Encrypted/Digital
2. Encrypted/Encrypted
3. Digital/Digital

4.9.6 Audible Tones:

1. Turn-on Radio Tone
2. Grant Tone
3. Denied Tone
4. Queue Tone
5. Busy Tone
6. Emergency Tone TX
7. Emergency Tone RX
8. Battery life Tone
9. Lost System Tone (CC SCAN)
10. Time-out Timer

4.9.7 Radio Adjustments:

1. Adjustable Backlight Levels (On/Off/Adjustable)
2. Failsoft Display
3. Battery Indicator
4. Option to RX and not TX
5. Personality Security (Blocks access to read or program the radio without Key)
6. Ramp Lock (up/down arrow does not wrap around system or group whichever is set)
7. Power-Up Keypad Lock (on & off)
8. Power-Up Keypad State turn on to a specific (System & Group)
9. Power-Up Keypad State turn on to the last used System & Group
10. Receive the Disable Command from the Radio Infrastructure (Stolen)
11. Receive the Change Coverage Class Command from the Radio Infrastructure (Lost)
12. FCC Menu with RF levels
13. If system is not available does radio Roam to another P25 System (Enhance CC)
14. Priority Option (talking on a talkgroup not on the list to dispatch)

4.9.8 Scan Option:

1. Block Scan Feature
2. Add Scan Feature to a Group
3. Remove Scan Feature to a Group
4. Create Scan List
5. Turn Scan Feature On/Off

4.9.9 Stealth Mode Options:

1. Remove backlight
2. Remove all lights
3. Remove all tones

4.10 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

SECTION 5

SERVICE/WARRANTY

5.1 INTRODUCTION

The products and accessories provided under this Appendix A-2 are provided with a one-year warranty as set forth herein and subject to the terms and conditions of the Motorola Solutions standard warranty and the warranties of the third-party vendors whose components are used in this system.

5.2 INFRASTRUCTURE WARRANTY SERVICES

The infrastructure components consist of:

- Motorola Solutions P25 Core.
- CommandCentral Aware Cloud Connect Servers.
- AirLink Connection Manager Servers.
- Associated Motorola Solutions furnish networking equipment (switches, routers, and firewalls).

The infrastructure system components are covered under warranty for one year from date of acceptance. Motorola Solutions' System Support Center (SSC) shall monitor these components around the clock during the warranty period.

Should the system indicate an abnormal operating state, either through an automatic alarm or manual observation, the SSC will first attempt to remedy the situation via remote access. If necessary, the SSC will dispatch a Motorola Services local Field Service Organization (FSO) to respond for local support. MDPD can also call our SSC via telephone for infrastructure support.

Motorola Solutions will provide this service on an around the clock basis during the warranty period. Monitoring and response for cybersecurity incidents is also included in this service.

5.3 SUBSCRIBER UNIT WARRANTY SERVICES

5.3.1 APX NEXT Portable Radios

The APX NEXT Portable radios provided herein include Motorola Solutions's APX NEXT Device Managed Service with Accidental Damage Plan. This plan includes:

- Standard Hardware Repair RadioCentral cloud-based tool with batch programming capabilities.
- MyView portal with device service dashboards.
- Device Software Maintenance.
- Technical Support.
- Comprehensive Hardware Repair of Accidentally Damaged radios.

The plan is effective from date of initial field programming or six months after shipment date from our factory (whichever comes first) and can be renewed by MDPD on an annual basis as set forth in the price schedule. Field labor will be covered by the subscriber technicians (if purchased). The APX NEXT Device Managed Service with Accidental Damage Plan includes coverage for internal and external components damaged due to a manufacturer’s defect as well as coverage for any physical damage that occurs. For damage to a device that is not repairable, a new replacement device will be provided once per year. Motorola shall provide flexibility to the agency in order to create a universal start of warranty date for all portable radios. For more details on Service SOW, refer to Appendix F.

5.3.2 APX Mobile Radio

In addition to Motorola Solutions’ standard warranty, the APX mobile radios shall include a 5-year essential service program, which covers hardware repairs at Motorola’s depot. This plan is effective from date of shipment from Motorola’s factory. Field labor will be covered by the subscriber technicians. Motorola shall provide flexibility to the agency in order to create a universal start of warranty date for all mobile radios.

5.3.3 APX Backup Console Radio

In addition to Motorola’s standard warranty, the APX backup console radio shall include a 5-year essential service program, which covers hardware repairs at the Motorola depot. Included is around the clock field response for the one-year warranty period. Field labor will be covered by the subscriber technicians. Motorola shall provide flexibility to the agency in order to create a universal start of warranty date for all portable radios.

5.3.4 Sierra Wireless LTE Modems

The Sierra Wireless LTE Modems include a five-year maintenance and support agreement, effective from the date of shipment. This service provides for repairs at the Sierra Wireless depot. Field labor will be covered by the subscriber technicians.

5.3.5 Services for Fixed Equipment

The following Table 5-1 summarizes the post warranty services for the fixed equipment.

Table 5-1: Post Warranty Services for Fixed Equipment

	LightSpeed P25 Core Equipment	LightSpeed Dispatch	5680 Backup Dispatch	7 x 24 x 365 Service
Remote Technical Support	•	•	•	•
Dispatch Services	•	•	•	•
OnSite Infrastructure Response	•	•	•	•
Annual Preventive Maintenance Check	•	•	•	
Network Event Monitoring	•			•
Network Hardware Repair with Advanced Replacement	•			
Board Repair and Replacement		•	•	

	LightSpeed P25 Core Equipment	LightSpeed Dispatch	5680 Backup Dispatch	7 x 24 x 365 Service
Network Updates	•			•
Security Update Service (includes remote delivery of software packages and local on-site support to ensure updates have been properly applied)	•			
Security Monitoring and Managed Detection and Response (MDR)	•			•

5.3.6 Services Descriptions

5.3.6.1 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) shall provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with MDPD to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

5.3.6.2 Dispatch and OnSite Infrastructure Response

Motorola Solutions shall provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to MDPD's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

5.3.6.3 Annual Preventive Maintenance

Motorola Solutions shall annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

5.3.6.4 Network Event Monitoring

Motorola Solutions shall continuously monitor MDPD's ASTRO 25 network to detect potential issues or communications outages, maximizing network uptime. Motorola Solutions shall assess each alert with advanced event detection and correlation algorithms to determine how to respond. Potential responses include remote restoration or dispatching a local field technician to resolve the incident on-site.

5.3.6.5 Network Hardware Repair with Advanced Replacement, including Board Repair and Replacement

Motorola Solutions shall repair Motorola Solutions-provided infrastructure equipment as needed to restore any malfunctioning MDPD ASTRO 25 network components. This includes select

third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions shall exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot shall diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement components will remain in MDPD's ASTRO 25 network to maintain continued network functionality.

5.3.6.6 Network Updates

Motorola Solutions shall provide the Network Update service to MDPD. The Network Updates service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, Network Updates keeps MDPD's ASTRO 25 network compatible with expansion elements, as well as new products or features. With Network Updates, MDPD's network will remain on a release that qualifies for support services.

Motorola Solutions shall deliver updates based on a predefined cadence of upgrade windows, with up to one update in each window. Any updates to the ASTRO 25 System to include the ISSI Gateway, shall be coordinated with and approved by MDPD to ensure that there are no interruptions of service due to unexpected changes. Additionally, Motorola shall provide available version compatibility information to MDPD on the ISSI connection prior to upgrades. The Network Updates service includes the following:

- **Software Release Updates** – Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at MDPD's site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, MDPD will have access to the technology, support, and planning expertise needed for an effective upgrade.

5.3.6.7 Security Update Service (SUS) with Local Support

Motorola Solutions shall provide MDPD the Security Update Service (SUS).

SUS includes Motorola Solutions remotely installing tested updates on MDPD's ASTRO 25 network. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions shall provide detailed documentation on a secured extranet website.

Motorola Solutions' local staff will also be available to assist with the installation of these security packages as necessary (e.g., reboot machines, ensure package applied, etc.).

5.3.6.8 Security Monitoring and Managed Detection and Response

Experienced, specialized security analysts from Motorola Solutions' Security Operations Center (SOC), using the ActiveEye Security Platform, shall monitor MDPD's ASTRO 25 radio network and Customer Enterprise Network (CEN) for cybersecurity threats. When a threat is detected, SOC analysts will investigate and coordinate with MDPD to mitigate threats.

MDPD can use the ActiveEye Security Platform to configure alerts and notifications, review security data, and perform security investigations.

5.4 DEDICATED SUBSCRIBER SERVICE TECHNICIANS

Motorola Solutions shall provide up to two Dedicated Subscriber Support Technician (SST) dedicated to MDPD and at MDPD's request to perform the following duties and at the pricing set forth herein.

5.4.1 Description of Duties, Dedicated Subscriber Support Technician

The SSTs shall provide dedicated subscriber resource that will track and manage the APX Next portable, APX6500 mobile, and APX8500 mobile, referenced as subscriber equipment below, for MDPD. (The actual repair of the subscriber equipment will be handled via Depot services purchased by MDPD.) The ultimate goal of the SST is to ensure MDPD's investment in the Motorola subscriber equipment is utilized to the fullest extent possible. The SST, dedicated to MDPD, will be a direct report to the on-site Supervisor, have an office at MDPD and will report there daily. The SST, to accomplish the "Tasks", may be required to travel to, and work from, any MDPD location in Miami-Dade County.

Tasks to be performed:

4. Collaborate with MDPD personnel to create, modify, and update the subscriber code plugs including verification of functionality and accuracy of all channels and Talkgroups.
5. Maintain subscriber code plug templates per MDPD Fleetmap.
6. Perform regular monthly backups of subscriber code plugs and Miami-Dade provided system keys.
7. Manage, program and provision subscriber radios utilizing cloud-based tools such as RadioCentral, CommandCentral Mapping, CommandCentral Messaging and SmartConnect.
8. Update subscriber information in the Motorola Solutions ASTRO Core Provisioning Manager application. Confirm accuracy to prevent duplication of data information.
9. Perform basic hardware troubleshooting if the radio has an external defect or can be restored without opening the radio case/ housing.
10. If the subscriber radio has an internal defect or is not serviceable without opening the radio case/ housing, the subscriber radio will be shipped to the Factory Depot for repair. (MDPD must have either Essential or Essential with Accidental Damage coverage included in the service agreement.)
11. Inventory and tracking of all subscriber equipment utilizing the MDPD's Asset Management program (spares, out for repair, in service, out of service, etc.).
12. Apply subscriber related Motorola Technical Notifications (MTN) when applicable.

13. Weekly reports on subscriber repair cycle time and may also include Preventative Maintenance schedule.
14. Support Sierra Wireless XR80 Vehicular Modems with configuration updates and swapping of units for service with MDPD provided spares. All XR80 Modems will go back to Sierra Wireless for any additional service required. (Modems required to be covered under warranty or support plan if out of warranty.)
15. Encryption capability/feature management responsibilities will remain with MDPD due to the nature and the security of Encryption.
16. Any installation or removal type services are excluded from this Statement of Work.
17. Executed Monday through Friday, 8AM - 5PM EST, excluding Motorola Solutions holidays.

5.4.2 Dedicated Subscriber Service Technician Pricing

Please refer to Section 7 for pricing detail on the Dedicated Subscriber Service Technicians.

5.5 ASTRO CONNECTIVITY SERVICE

5.5.1 Introduction

To enable the ISSI connection between the Miami-Dade County 800MHz P25 core and the Motorola Solutions P25 core, as well as to provide the necessary connections to support the SmartConnect and Location Services, Motorola Solutions shall provide ASTRO Connectivity Service (ACS) at LightSpeed Dispatch and the TCC. This includes the ACS for the first year. For succeeding years, the ASTRO Connectivity Service is included in the annual Infrastructure Support Services in Section 7. This service is provided through Vesta Solutions, Inc., a wholly owned subsidiary of Motorola Solutions, Inc.

5.5.2 ASTRO Connectivity Service Overview

Public safety communications networks are complex and require expert design to integrate components and technologies efficiently and securely. Without effective network data transport connecting components and technologies, MDPD's public safety network and applications can be impaired by slow traffic, bottlenecks, and poor connection security. Worse, if this equipment is not designed for public safety reliability, it could unexpectedly fail and leave users stranded without a communications lifeline.

Motorola Solutions shall addresses these concerns with the ASTRO® 25 Connectivity Service, a managed service that integrates MDPD's ASTRO 25 sites, core, and cloud services as an end-to-end solution. With this service, Motorola Solutions shall design a transport solution tailored to the needs of MDPD's ASTRO 25 network, provides the solution equipment, and implements the solution.

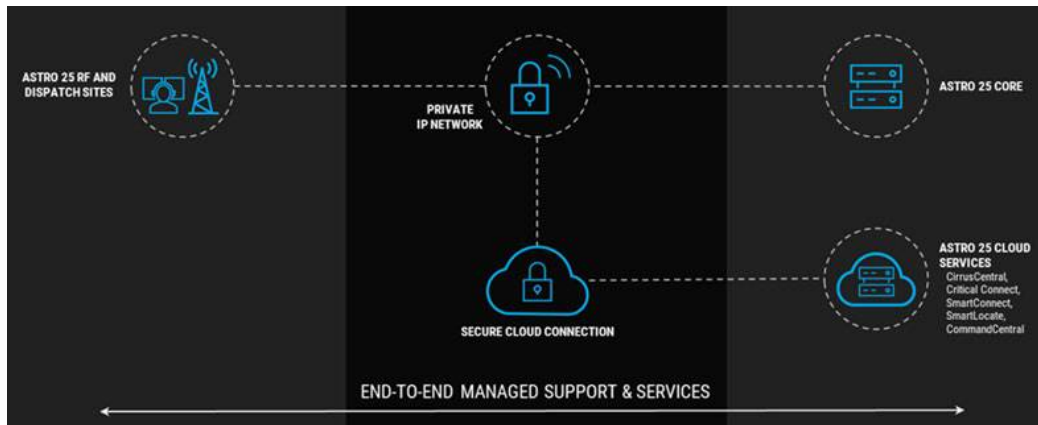


Figure 5-1: End-to-end Managed Services

Since ASTRO 25 Connectivity Services bundles data transport into one service-based solution, it simplifies viewing and managing performance and availability. Service reporting provides a clear view of transport capabilities, better informing decisions to expand or alter service. When transport capabilities need to expand, MDPD can alter the ASTRO 25 Connectivity Service, avoiding the hassle of finding and procuring compatible new components.

In addition to simplicity, the service model replaces unexpected, variable expenses with one predictable service subscription. Motorola Solutions shall provide transport equipment, services, and maintenance, enabling MDPD to prepare clear and dependable budgets.

The following sections provide design and maintenance details.

5.5.3 ASTRO 25 Connectivity Design

The ASTRO 25 Connectivity services available at a site are governed by the site type, and by what equipment or applications MDPD needs to connect to. Figure 5-2 below shows the network services sites can support. As needs change, MDPD can add more network services.

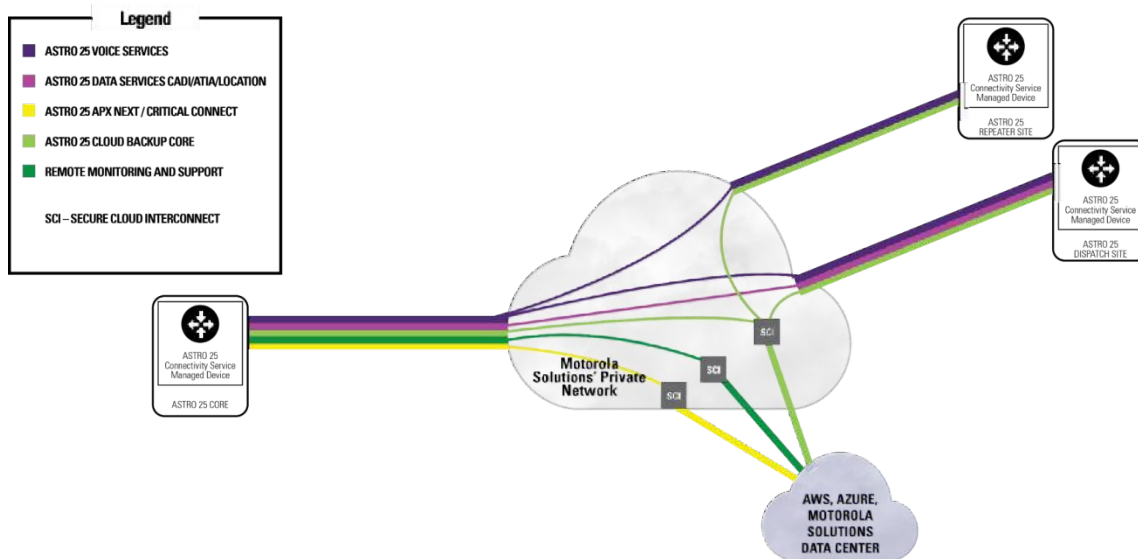


Figure 5-2: Sample Connection Diagram

Connections between sites and applications operate over Motorola Solutions' private network. On-premises managed devices terminate the network circuit, providing the connection point that joins MDPD's site equipment and applications to MDPD's network.

In addition to routing and network service demarcation, the on-premises device provides a firewall, controlling traffic flow in and out of MDPD's sites. This enables MDPD to control traffic traveling between MDPD's network and Cloud/Data Center resources.

For improved availability, some applications and site types can take advantage of public safety LTE backup connectivity. The solution includes this LTE connectivity with the on-premises device. With appropriate provisioning, the on-premises device can determine the best available path to use for traffic to maintain site operational status. Public safety priority and preemption will give priority to MDPD's public safety communications, helping to maintain operations during emergencies.

Motorola Solutions handles the steps to prepare and deploy the connections needed for MDPD's components. MDPD is being provided connections to support the following:

- ASTRO 25 Core (LightSpeed) to the Cloud SmartConnect Gateway.
- Miami-Dade County 800MHz P25 ISSI Gateway (TCC) to ASTRO 25 ISSI Gateway (LightSpeed)

On-Premises Equipment

Motorola Solutions shall provide and deploy equipment needed to enable ASTRO 25 Connectivity Service links. The included maintenance services cover equipment provided as part of this service, avoiding service disruptions.

5.5.4 ACS Maintenance Services

To keep the network working according to specifications, Motorola Solutions shall provide the services described in the following sections. Motorola Solutions shall combine these services

with other packages provided to MDPD. Motorola Solutions experienced personnel will work together to coordinate service tasks across MDPD's public safety solution.

Availability Reports

Motorola Solutions targets the service levels described in the ASTRO 25 Connectivity Service Statement of Work. To help MDPD compare network performance with service goals, Motorola Solutions shall provide regular operations reports.

Backhaul Event Monitoring

Through constant link monitoring, Motorola Solutions will be able to respond promptly to problems that arise. As part of this service, Motorola Services' support staff shall continuously monitor MDPD's network for issues. If Motorola detects an event, support staff will alert and mobilize teams to address that event, minimizing disruption.

Remote Technical Support

In addition to proactive monitoring support, Motorola Solutions shall provide access to technical support staff. If MDPD's users need assistance, they will be able to call or email support staff for expert information. Support staff will escalate reported issues as needed to resolve them.

On-Site Response

When resolving an issue requires physical access to hardware, Motorola Solutions shall dispatch resources to MDPD's location. Motorola Solutions shall contact MDPD's field service technicians to provide hands-on support to restore the system. Support personnel will restore the system by diagnosing errors and exchanging defective components with spare equipment.

Software Updates

The ASTRO 25 Connectivity Service can add new security measures and capabilities over time. Motorola Solutions shall provide updates and patches to MDPD's ASTRO 25 Connectivity Service components. Such updates will protect MDPD's system with the latest security updates, and keep it compatible with new features.

SECTION 6

TRAINING PLAN

Motorola Solutions shall provide training to the following audiences:

- MDPD personnel assigned to train end users throughout the department (“train-the-trainer” approach).
- MDPD personnel tasked with managing the radio fleet.
- Miami-Dade ITD personnel tasked with maintenance & support of radios post warranty.

6.1 TRAIN-THE-TRAINER SESSIONS (FOR MDPD TRAINERS)

The objective of the train the trainer sessions is to give designated MDPD personnel the knowledge and tools necessary train end users on the proper operation of the APX portable and mobile radios.

The train the trainer sessions will be conducted within Miami-Dade County at a MDPD furnished facility. Motorola Solutions will provide sessions for up to 64 people. Each 8-hour session will accommodate up to eight trainers. Train the trainer sessions will be recorded and available for future use within the agency for new personnel as needed.

6.2 APX NEXT AND RADIO CENTRAL (FOR FLEET MANAGERS)

6.2.1 Introduction

The objective of the APX management training track is to familiarize fleet managers with the tools they need to process the moves, adds, and changes occurring after initial deployment. Training is available to as many Miami-Dade personnel as needed, there is no limit to the number of personnel initially. Motorola shall provide in-person / on-site training for the initial deployment per Section 5.1. Motorola shall also provide online training in perpetuity, available to as many Miami-Dade personnel as needed. Motorola shall provide URL links and/or training slides to help MDPD post training resources on its training portal.

The training track for these personnel includes the following courses:

- AST4002 – APX NEXT Overview.
- AST4003 – APX NEXT Features & Service.
- AST4004 – APX NEXT Radio Central Overview.
- AST4005 – APX NEXT Radio Central Workshop.
- AST2003 – APX Radio Management Overview.

Motorola Solutions shall provide training for Miami-Dade Police Department personnel. Following are the descriptions of each of these courses.

6.2.2 **AST4002 – APX NEXT Overview**

Delivery Method

Online

Duration

1 hour

Number of Seats

Unlimited end users

Description

This course provides an overview of the APX NEXT™ series radios features and capabilities. We will help you understand how they work, when they are useful, and how they impact your day-to-day tasks.

Objectives

By the end of the course, you will be able to:

- Describe the functions and capabilities of the APX NEXT series radios.
- List the features supported on the APX NEXT series radios.
- Describe the new application services available on the APX NEXT series radios.

Target Audience

This course is intended for individuals who need an overview of the APX NEXT series radios.

6.2.3 **AST4003 – APX NEXT Features & Service**

Delivery Method

Online

Duration

1 hour

Number of Seats

25 Technical personnel including MDPD Tech Unit

This course provides an overview of the APX NEXT features and services. You will learn about the use cases of each feature as well as how to operate them. You will also learn how to configure, update, and maintain your radio so that it stays in optimum condition.

6.2.4 **AST4004 – APX NEXT Radio Central Overview**

Delivery Method

Online

Duration

1 hour

Number of Seats

25 Technical personnel including MDPD Tech Unit

Course Overview

This course provides an introduction to using the MyView Portal and the RadioCentral Client to manage the basic setup and configuration of the features for your APX NEXT devices.

Target Audience

This course is intended for individuals who need to configure, maintain, and monitor the APX NEXT Radio.

Course Objectives

After completing this course, you will be able to:

- Navigate through the RadioCentral Client to find the editing tools and standard views.
- Navigate through the MyView Portal to find the editing and administrative tools.
- Successfully complete the configuration workflows covered in this course.

6.2.5 AST4005 – APX NEXT Radio Central Workshop

Delivery Method

Virtual Instructor Led Training
(participants need to use their own compatible computer and internet connection)

Duration

1.5 days

Number of Seats

25 Technical personnel including MDPD Tech Unit

Course Overview

This is a follow-up workshop to AST4004 APX™ NEXT RadioCentral Overview. In this workshop, you will have hands-on experience of using the RadioCentral application to set up and program the APX™ NEXT radios.

Target Audience

System Managers and Technical staff responsible for managing APX NEXT devices.

Course Objectives

After completing this course, you will be able to:

- Describe the MyView portal and RadioCentral solutions.
- Manage agencies, user access, and devices through MyView portal.
- Navigate through the RadioCentral client to perform programming operations.

- Program the APX NEXT radio for field operation.

Prerequisites

- AST4004 APX™ NEXT RadioCentral Overview.

6.2.6 AST2003 – APX Radio Management Overview

Delivery Method

Online

Duration

1 hour

Number of Seats

25 Technical personnel including MDPD Tech Unit

Course Overview

This course provides an overview of the features and functions of the APX series Radio Management software. Participants will learn what the Radio Management software is designed to do, and will also learn how to use it to program large and small groups of subscribers.

Target Audience

Technicians and System Managers needing an understanding of the basics of the Radio Management application as well as database and fleet management.

Course Objectives

By the end of the course, you will be able to:

- Identify the solution that Radio Management provides.
- Differentiate between All-in-One PC needs and Distributed Use needs regarding Radio Management.
- Locate the APX Radio Management.
- Navigate the APX Radio Management screens.
- Populate the database.
- Schedule a Read job.
- Manage multiple APX radios simultaneously.
- Create, modify, and select programming templates.
- Schedule a Write job.
- Conduct a search.
- Search, sort, and group radios.
- Sort and manage information in the Table view.
- Identify the function of the Job view.

6.3 APX RADIO SERVICE TRAINING

6.3.1 APX7001 APX™ CPS Radio Programming and Template Building

Asset Description

The APX™ CPS Radio Programming and Template Building course provides communications management personnel and technicians with the knowledge and training necessary to build templates and program the APX family of radios in the most efficient way possible. (16 Hrs. - Virtual)

Number of Seats

25 Technical personnel including MDPD Tech Unit

Objectives

After completing this course, MDPD attendees will be able to:

- Navigate through the user interface of the APX™ Customer Programming Software (CPS).
- Build the APX family of programming templates using the APX™ CPS programming software.
- Program the specific conventional and trunking parameters related to the various system types in which the radios will operate.
- Program the radios using typical APX™ CPS features and functions, such as cloning and drag and drop operations.
- Use additional APX™ CPS related functions such as codeplug comparison, radio flashing, Advance System Key Administrator, and codeplug merging.

Target Audience

County personnel should attend this training course if they are a radio technician or system manager who needs to:

- Perform APX radios programming.
- Gain knowledge of the APX CPS navigation, tools, options and features.
- Have a better understanding of APX subscriber operating in Conventional, Single Site trunking, Simulcast, SmartZone or ASTRO 25 IV&D TDMA and ASTRO 25 IV&D x2.

Requisite Knowledge

Knowledge of the basic features and options of two-way radios and the basic concepts of trunking.

6.3.2 APX010APX™ Technical Subscriber Academy

Asset Description

Participants will learn the capabilities, features, and functions of the APX™ family of radios as well as how to correctly complete performance checks, radio alignments, maintenance, and troubleshooting. This Academy will also focus on a Level 2 (block-level) theory of operation for the APX™ family of radios and provide a review of APX™ CPS and Radio Management programming. In addition to the lecture, large amounts of hands-on with scenario-based lab work will be used to reinforce knowledge transfer. (Seat / 36 Hrs - Live)

Number of Seats

25 Technical personnel including MDPD Tech Unit

Objectives

After completing this course, County attendees will be able to:

- Distinguish between the features and specifications of APX™ Portable and Mobile radios.
- Verify the correct operation of the various radios within the APX™ family of subscribers by completing Performance Checks and Alignment procedures.
- Maintain and troubleshoot radios within the APX™ family of subscribers.

Target Audience

This course is intended for County personnel who would like to get familiar with the features, operation principles, and troubleshooting steps of the APX™ family of radios.

Requisite Knowledge

Completion of the following courses or equivalent experience in radio communications:

- APX7001V - APXCPS Programming and Template Building Overview.

6.3.3 AST2000 APX Programming and Alignment

Description

In this course, radio technicians will learn to program and calibrate the selected product and also learn about the product operation, and basic troubleshooting. The course consists of theoretical and practical explanations. (Seat / 24 Hrs. - Live)

Objectives

After completing this course, County attendees will be able to:

- Explain how the CPS software is used and program the product
- Show how the product works and explain its advantages
- Align and calibrate the equipment with use of the program TUNER

Number of Seats

10 Technical personnel

Target Audience

Technicians and Engineers

Requisite Knowledge

Basic theoretical knowledge of radio FM 2-way, fundamentals of microprocessors, logic circuitry and operation of disk operating systems for PC.

SECTION 7

EQUIPMENT LIST

Motorola Solutions shall provide the following equipment as set forth in this Appendix A-2.

7.1 APX NEXT SINGLE-BAND PORTABLES

APX NEXT Single-Band Portables	Quantity
Single-Band Portable (7/800 MHz)	4690
<i>P25 Trunking Phase 1 / Phase 2</i>	4690
<i>LTE - AT&T FirstNet</i>	4690
<i>Radio Authentication</i>	4690
<i>AES / DES Encryption</i>	4690
<i>Over-the-Air Rekeying (OTAR)</i>	4690
<i>ViQi Voice Control</i>	4690
<i>SmartConnect (Yr. 1 & 2)</i>	4690
<i>SmartLocate (Yr. 1 & 2)</i>	4690
<i>SmartMapping (Yr. 1 & 2)</i>	4690
<i>Smart Messaging (Yr. 1 & 2)</i>	4690
<i>SmartProgramming (Yr. 1 & 2)</i>	4690
<i>APX NEXT Plastic Carry Case with Belt Clip</i>	4690
<i>Swivel D-Clip and Belt Loop</i>	4690
<i>4400 mAh Battery</i>	4690
<i>7/800 MHz Stubby Antenna</i>	4690
*Included Future Features: <i>Multi-System Over-the-Air Rekeying (OTAR)</i>	4690
*Optional Future Smart Services requiring annual subscription: <i>Future ViQi Virtual Partner Smart Service</i> <i>Future APX NEXT CAD Interface Smart Service</i>	Pending availability

* Future feature availability per Section 2.2.11.

7.2 APX NEXT MULTI-BAND PORTABLES

APX NEXT Multi-Band Portables	Quantity
Multi-Band Portable (7/800 MHz / UHF / VHF)	250
<i>P25 Trunking Phase 1 / Phase 2</i>	250
<i>LTE - AT&T FirstNet</i>	250
<i>Radio Authentication</i>	250
<i>AES / DES Encryption</i>	250
<i>Over-the-Air Rekeying (OTAR)</i>	250
<i>ViQi Voice Control</i>	250
<i>SmartConnect (Yr. 1 & 2)</i>	250
<i>SmartLocate (Yr. 1 & 2)</i>	250
<i>SmartMapping (Yr. 1 & 2)</i>	250
<i>Smart Messaging (Yr. 1 & 2)</i>	250
<i>SmartProgramming (Yr. 1 & 2)</i>	250
<i>APX NEXT Plastic Carry Case with Belt Clip</i>	250
<i>Swivel D-Clip and Belt Loop</i>	250
<i>4400 mAh Battery</i>	250
<i>Multi-Band Antenna</i>	250
*Future Features included: <i>Multi-System Over-the-Air Rekeying (OTAR)</i>	250
*Future Smart Services requiring an annual subscription: <i>Future ViQi Virtual Partner Smart Service</i> <i>Future APX NEXT CAD Interface Smart Service</i>	Pending availability

* Future feature availability per Section 2.2.11.

7.3 APX NEXT PORTABLE ACCESSORIES

APX NEXT Portables Accessories	Quantity
Spare 4400 mAh Battery	4940
XVP830 Wired or Bluetooth Wireless Remote Speaker Mic per Section 8.2	4940
APXNEXT IMPRES Single Unit Charger	4940
APXNEXT IMPRES Multi-Unit Charger	100

7.4 APX 8500 ENHANCED SINGLE-BAND MOBILE VEHICLE RADIOS

APX8500 Single-Band Enhanced Mobiles	Quantity
Single-Band Mobile (7/800 MHz)	2670
<i>P25 Trunking Phase 1 / Phase 2</i>	2670
<i>Radio Authentication</i>	2670
<i>AES / DES Encryption</i>	2670
<i>Multi-System Over-the-Air Rekeying (OTAR)</i>	2670
<i>SmartConnect</i>	2670
<i>E5 Remote Control Head</i>	2670
<i>15W Speaker</i>	2670
<i>7/800Mhz Single-Band Antenna</i>	2670

7.5 APX 8500 ENHANCED SINGLE-BAND MOBILE MOTORCYCLE RADIOS

APX8500 Single-Band Enhanced Mobiles	Quantity
Single-Band Mobile (7/800 MHz)	50
<i>P25 Trunking Phase 1 / Phase 2</i>	50
<i>Radio Authentication</i>	50
<i>AES / DES Encryption</i>	50
<i>Multi-System Over-the-Air Rekeying (OTAR)</i>	50
<i>SmartConnect</i>	50
<i>E5 Remote Control Head</i>	50
<i>15W Speaker</i>	50
<i>Motorcycle Option (Does not include SetCom Adapter)</i>	50
<i>7/800Mhz Single-Band Antenna</i>	50

7.6 APX 8500 ENHANCED MULTI-BAND MOBILE VEHICLE RADIOS

APX8500 All-Band Enhanced Mobiles	Quantity
All-Band Mobile (7/800 MHz / UHF / VHF)	30
<i>P25 Trunking Phase 1 / Phase 2</i>	30
<i>Radio Authentication</i>	30
<i>AES / DES Encryption</i>	30
<i>Multi-System Over-the-Air Rekeying (OTAR)</i>	30
<i>SmartConnect</i>	30
<i>E5 Remote Control Head</i>	30
<i>15W Speaker</i>	30
<i>Multi-band Antenna</i>	30

7.7 APX DISPATCH CONSOLETTES

APX Consolettes	Quantity
Consolette (7/800 MHz)	46
<i>P25 Trunking Phase 1 / Phase 2</i>	46
<i>Radio Authentication</i>	46
<i>AES / DES Encryption</i>	46
<i>Multi-System Over-the-Air Rekeying (OTAR)</i>	46
<i>SmartConnect</i>	46
<i>E5 Remote Control Head</i>	46
<i>15W Speaker</i>	46
MCD5000 Desksets, Foot Pedals, Jack Boxes	46

7.8 APX CONTROL STATIONS

APX Consolettes	Quantity
Consolette (7/800 MHz)	78
<i>P25 Trunking Phase 1 / Phase 2</i>	78
<i>Radio Authentication</i>	78
<i>AES / DES Encryption</i>	78
<i>Multi-System Over-the-Air Rekeying (OTAR)</i>	78
<i>SmartConnect</i>	78
<i>E5 Remote Control Head</i>	78
<i>15W Speaker</i>	78
Desk Mics	78

7.9 SIERRA WIRELESS XR80 VEHICULAR ROUTERS

XR80 Vehicular Routers	Quantity
Sierra Wireless XR80 DC & WiFi	2835
10-in-1 Antenna (4X5G/LTE, GNSS, 5XWiFi 2.4/5GHz, Bolt Mount, 5m, Black)	2835
Airlink Complete Management & Support - 5 Years	2835
Client License for Gateway	2835
5 Year Annual Maintenance & Support ACM Client	2835

7.10 SMARTCONNECT / COMMANDCENTRAL LOCATION & MAPPING INFRASTRUCTURE

Infrastructure	Quantity
ASTRO 25 CORE	1
SmartConnect Gateway	1
ISSI Gateway	2
MCC7500e Dispatch Consoles (2 Consoles at LightSpeed / 2 Consoles at 5680) Includes foot pedals and jack boxes	4
Archive Interface Server (AIS) with System Integration to NICE Logger	2
Cloud Connect Server (Location)	1
Sierra Wireless ACM AirLink Server (VPN Solution)	6
CommandCentral Mapping & Messaging Enterprise User Licenses	1000

SECTION 8

APPENDICES

The following Appendix further describe the equipment and services to be provided by Motorola Solutions:

- Appendix A SmartConnect Service
- Appendix B CommandCentral Aware Solution
- Appendix C Dispatch Consoles
- Appendix D Virtual Partner LTE Enablement
- Appendix E Project Schedule
- Appendix F Service Packages Statement of Work

Appendix A.

SMARTCONNECT SERVICE

A.1 Solution Description

Motorola Solutions shall provide SmartConnect Service that augments coverage and interoperability with partner agency P25 radio systems via ISSI. MDPD will benefit with enhanced radio coverage and seamless interoperability with surrounding agencies.

SmartConnect shall allow the APX Next to work outside the coverage boundaries of the home radio system without losing a vital connection. SmartConnect provides voice communications via LTE broadband. When connected to a P25 System, voice is sent over LTE unchanged, so radio functionality and voice quality are maintained. Talkgroups can be configured individually to enable or disable SmartConnect.

This solution supports a maximum of 200 simultaneous calls. The radio indicates that SmartConnect is active by showing blue bars on the top and front displays, and by using a different talk-permit tone. Key benefits include:

- First responders can stay connected to the radio network even when they are outside radio coverage.
- Automatic switching / roaming on a 3rd Party P25 Systems will be available in 2023.

A.1.1 Solution Components

A.1.1.1 P25 System ISSI

The ASTRO 25 Core can only be connected to other P25 Systems that have an existing ISSI Gateway including the existing Miami-Dade County 800MHz P25 System.

A.1.1.2 SmartConnect

The ASTRO 25 Core shall be equipped to deploy SmartConnect. Authentication, status, talkgroups, and encryption are all preserved, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

A.1.1.3 Master Site Core Components

The master site equipment comprises the system's core components, including a common server architecture (running the applications that provide command and control for the system) and LAN switches (routing information to and from the master site to the radio frequency sites that provide system coverage).

Common Server Architecture

An ASTRO 25 Core Common Server Architecture (CSA) deploys server applications with the Linux/Windows operating systems on a HP DL380 Virtual Management Server (VMS) host. The VMS hosts the server applications through VMware in a Virtual Machine (VM) environment.

Firewall

A Fortinet 100E Firewall provides network boundary enforcement and attack detection features. The firewall restricts traffic to known sources, destinations, and protocols, based on the hosts and services that are specified in the firewall configuration. All undefined traffic is discarded.

LAN Switches

The master site includes one or more LAN switches. The LAN switches aggregate all the Ethernet interfaces for all servers, clients, and routers at the core. Redundant LAN switches are included for added system resilience.

A.1.1.4 ISSI at Core

The Miami-Dade County 800MHz P25 System and the ASTRO 25 Core shall be connected by Motorola Solutions via an ISSI Gateway at each system. Redundant ISSI connection are included at the ASTRO 25 Core. ISSI versions from each vendor shall be tested to work in cross vendor implementation, and any updates provided must maintain compatibility.

A.1.1.5 ASTRO Connectivity Services - Connectivity to Cloud

The connectivity between the ASTRO 25 system and the cloud is being provided by ASTRO 25 Connectivity Service ("Service").

A.1.1.6 Coordination of Talkgroups

The solution will require that the radio talkgroups be managed on the Motorola Solutions ASTRO 25 core and any other P25 Systems that might be connected.

A.2 Equipment List

ITEM	QTY	NOMENCLATURE	DESCRIPTION	
1	-	1	SQM01SUM0323	ASTRO MASTER SITE
1	a	1	CA03515AC	ADD: NEW PRIMARY ZONE CORE
1	b	1	CA03512AB	ADD: REDUNDANCY
1	c	1	CA03507AA	ADD: RACK
1	d	1	UA00153AB	ADD: P25 FDMA TRUNKING OPERATION SITE
1	e	16	UA00152AA	ADD: 500 RADIO USER LICENSES
1	f	1	UA00136AA	ADD: UNIFIED NETWORK CONFIGURATOR (UNC)
1	g	1	CA01724AJ	ADD: BACKUP & RECOVERY (BAR)
1	h	1	UA00138AA	ADD: FLEXIBLE ATIA
1	i	1	UA00141AA	ADD: ZONEWATCH GRID & CTRL
1	j	1	UA00150AA	ADD: DYNAMIC REPORTS
1	k	1	UA00149AA	ADD: RADIO CONTROL MANAGER

ITEM	QTY	NOMENCLATURE	DESCRIPTION	
2	-	1	DSTS453D4GUSNAS	QNAP QUAD CORE BAY DRIVE WITH 4 64MB HDD
3	-	1	DLN6692	PRINTER HP LASERJET 110V
4	-	1	T8751	ASTRO 2020.1 NM SW CLIENT
5	-	1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
6	-	1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
7	-	15	T8807A	WINDOWS SUPP FULL CONFIG, A2020.1/A2021.1
8	-	1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' COAX W/DONGLE ADAPTER
9	-	1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
10	-	1	DVN4046B	MASTER SYSTEM KEY STARTER KIT
11	-	1	T7776	ISSI 8000 / CSSI 8000 UPGRAGE Software Licenses
11	a	1	UA00005AA	ADD: ISSI Automatic Roaming License (for first system)
11	b	1	UA00006AA	ADD: ISSI + 10 Addition simultaneous Talk Group Capacity License
12	-	1	T8476B	KVL 5000
12	a	1	CA03358AA	ADD: ASTRO 25 MODE
12	b	1	CA00182AW	ADD: AES ENCRYPTION SOFTWARE
12	c	1	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V
13	-	1	TKN8531C	CABLE FOR RNC, DIU MGEg
14	-	1	TKN1039	CABLE, SOFT OPps
15	-	1	PMKN4013C	PROGRAMMING, TEST & ALIGNMENT CABLE
16	-	1	HKN6182B	CABLE KEYLOADING ADAPTER CGAI
17	-	1	WPLN6904A	KEYLOAD CABLE FOR APX7000
18	-	1	HKVN4797	LICENSE, SMARTCONNECT ENABLEMENT
19	-	1	T8751	ASTRO 2020.1 NM SW CLIENT
20	-	1	DSF2B56AA	USB EXTERNAL DVD DRIVE

A.3 SmartConnect Statement of Work

A.3.1 Overview

The Statement of Work defines the principal activities and responsibilities of Motorola Solutions and MDPD during SmartConnect deployment. The deployment process is a collaborative effort between Miami-Dade system administrators, subject matter experts, and the Motorola Solutions deployment team. Deployments involve the following steps:

Table A-1: Deployment Steps

Step	Description
Project Initiation	Formal project kickoff and planning sessions.
Domain and Device Setup	Provision ASTRO subscribers on the cloud platform.

Step	Description
SmartConnect Gateway Setup	Enable connection between ASTRO system and Cloud.
ASTRO Preparation	Provide, install and configure ASTRO 25 Core and associated components as detailed in the equipment list section. Assure ASTRO system has the correct version and components.
ASTRO System Configuration	Load and Configure software for SmartConnect.
Demonstration	Demonstrate SmartConnect operation.
Training	SmartConnect operational and administrator training.
Project Finalization	Delivery of as-built documentation and hand over to support.

These project steps are logical groupings of related activities required to complete the project. Each step includes tasks and deliverables both Motorola Solutions and MDPD are responsible to complete. These are described in detail within the Statement of Work.

Motorola Solutions' project manager will use the Statement of Work to guide the deployment process and coordinate the activities of all Motorola Solutions resources and teams. The project manager will also work closely with the MDPD's project manager to clearly communicate the required deployment activities and schedule tasks involving MDPD resources.

A.3.2 Project Roles

Motorola Solutions Project Manager

The Motorola Solutions Project Manager is the single point of contact with the MDPD Project Manager and is responsible for scheduling and coordinating Motorola Solutions resources and task completion. The Motorola Solutions Project Manager assures the delivery of contracted components in accordance with the project schedule and is responsible for the transition of the MDPD to Motorola Solutions Customer Support post deployment.

Motorola Solutions Support

Motorola Solutions Support organization provides varying levels of service up to and including technical support services. Following project finalization, ongoing service will be provided by Motorola Solutions Support in accordance with the Customer support plan.

Miami-Dade Project Manager

The MDPD Project Manager is responsible for scheduling and coordinating Miami-Dade resources and task completion. The MDPD Project Manager works collaboratively with the Motorola Solutions PM to assure completion of Miami-Dade tasks in accordance with the project schedule. Included are deployment resources who will be responsible for the initial SmartConnect User and radio subscriber provisioning via CommandCentral Admin and ongoing coordination with Motorola Solutions System Support.

Customer System Administrator(s)

Included are (2) Motorola Technicians who MDPD will contract on an annual basis and who will be responsible for responsible for the ongoing SmartConnect User and radio subscriber provisioning via CommandCentral Admin and ongoing coordination with Motorola Solutions System Support after initial deployment.

A.3.3 Initiation

Project initiation occurs after procurement of SmartConnect deployment services and notice to proceed is received. During this phase, the Motorola Solutions and Miami-Dade project managers are assigned, assemble their teams, and establish a working relationship. The managers jointly review the project plan, deliverables, and schedule. Each manager coordinates preparatory tasks that serve as a foundation for specific deployment activities.

Motorola Solutions Responsibilities

- Schedule a kick-off call between Miami-Dade and Motorola Solutions project managers.
- Establish a communications plan.
- Review project work plan, schedule, and resources.
- Provide standard product documentation.
 - CommandCentral System Administration Guide.
 - CommandCentral Network Connectivity Guide.
 - SmartConnect User Guide.

MDPD Responsibilities

- The MDPD project manager coordinates with the agency(s) and identifies the subject matter experts, system administrators, and network administrators that will participate in the project and complete Miami-Dade tasks.
- Review the Solution Description and prerequisites with the MDPD project team. Assure that all required components are in place or initiate procurement.
- Schedule agency personnel time to participate in the deployment process.
- MDPD shall provide sufficient space available for the system described as required/specified by R56.
- MDPD shall provide adequate HVAC and electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.

Completion Criteria

- Complete when Motorola Solutions and Miami-Dade project teams are identified and deployment tasks are assigned and scheduled.

A.3.4 Data Collection and Planning Session

Motorola Solutions will conduct a remote working session with the MDPD System Administrators and agency user representatives to provide an overview of SmartConnect operation and collect provisioning data. This activity is performed via teleconference.

Motorola Solutions Responsibilities

- Conduct a remote planning session with representatives of each agency using SmartConnect.
- Review SmartConnect functionality and configuration options.
- Document each agency's configuration, admin users, initial subscribers, and users.

MDPD Responsibilities

- Schedule planning session with representatives of each agency.
- Provide Administrator, User, Subscriber, and Group assignments and/or information so that the deployment resources can properly provision for those roles.

Completion Criteria

- Planning sessions completed.

A.3.5 Domain and Device Setup

The Radio Subscribers must be provisioned by Motorola Solutions within the CommandCentral Cloud Platform using the Command Central Admin tool. Motorola Solutions will provision MDPD's current inventory of APX NEXT subscribers.

Motorola Solutions Responsibilities

- If a SmartConnect agency has not been previously established for the ASTRO system, use the CommandCentral Admin tool to establish the MDPD Domain within the CommandCentral cloud platform. This activity will be initiated during the order process.
- Use the CommandCentral Admin tool to provision SmartConnect based on the information collected during the Data Collection and Planning Session activity:
 - Setup Command Central administration and user passwords.
 - Provision radio subscriber devices (radio serial number and ASTRO Unit ID). All subscriber devices on an ASTRO system are provisioned by a single CC Admin agency account. This may be performed individually or by importing the device information from a .csv file.
- Use the CommandCentral Admin tool to provision all APX NEXT subscribers procured after the completion of the SmartConnect enablement project.

MDPD Responsibilities

- Coordinate with deployment team.

Completion Criteria

- All agencies, users and devices are provisioned.

A.3.6 Subscriber Provisioning

APX subscribers must be provisioned by Motorola Solutions on Miami-Dade's system prior to operation. Subscriber provisioning must include specific parameters to enable SmartConnect operation.

Motorola Solutions Responsibilities

- Provide SmartConnect provisioning parameters (FQDN for SmartConnect GW, ports).
- Provision one APX subscriber to validate the parameters.
- Demonstrate the provisioning process and required parameters to Miami-Dade System Administrator.
- Assure that all APX and APX NEXT subscriber firmware is updated to Release 20 or later.
- Assure that APX and APX NEXT subscribers have been previously provisioned on the ASTRO system.
- Assure that all APX NEXT subscribers have a current SmartProgramming application service subscription.
- Assure that APX NEXT subscribers' code plug configurations have been provisioned in RadioCentral and that the APX NEXT Subscribers have been programmed.
- Download and install the latest version of the RadioCentral programming client.

- Provision balance of APX NEXT subscribers for SmartConnect using the RadioCentral client.
- Provision balance of APX subscribers for SmartConnect using Radio Management or CPS software.
- Update the provisioning parameters of any existing subscribers that will utilize SmartConnect capability.

MDPD Responsibilities

- Coordinate with deployment team.

Completion Criteria

- All subscribers covered by a SmartConnect feature subscription are provisioned with SmartConnect parameters.

A.3.7 Operational Demonstration

After the solution deployment, Motorola Solutions shall provide an operational demonstration to the MDPD project manager, system administrator, and end user representatives.

Motorola Solutions Responsibilities

- Provide the Operational Demonstration Script.
- Demonstrate SmartConnect operation.

MDPD Responsibilities

- Participate in SmartConnect demonstration.

Completion Criteria

- Complete after successful demonstration of SmartConnect operation.

A.3.8 Project Finalization and Handover to Support

Finalization is the process of confirming that all project activities have been completed and project documentation has been delivered. During this activity, Motorola Solutions shall transition responsibility for SmartConnect from the Project Manager to the Motorola Solutions support team. MDPD's Project Manager will transition support to the System Administrator(s).

Motorola Solutions Responsibilities

- Verify project deliverables have been received by the MDPD Project Manager.
- Confirm with Miami-Dade that SmartConnect is available for Miami-Dade's beneficial use.
- Provide the SmartConnect Configuration Document.
- Conduct a teleconference introducing Miami-Dade to Motorola Solutions Support organization. The purpose of the teleconference is to review the SmartConnect support process and obtain contact information with MDPD's assigned system administrator(s) and the Motorola Solutions Support Team.
- Provide on-going support in accordance with the terms and conditions of the support agreement.

MDPD Responsibilities

- Provide confirmation of receipt of project deliverables with the Motorola Solutions Project Manager.

Completion Criteria

- Project finalization is complete upon delivery of the final SmartConnect Configuration Document and the conclusion of the teleconference with Motorola Solutions Support organization.

A.3.9 SmartConnect and Core Implementation Completion

SmartConnect and ASTRO 25 Core Implementation will be completed for contract closure once the Core is tested to be operational and once the APX Next radios are tested to and shown to provide SmartConnect capability.

A.3.10 ASTRO Connectivity Services Statement of Work

A.3.10.1 Overview

Motorola Solutions' ASTRO 25 Connectivity Service ("Service") provides network backhaul to support the MDPD's mission-critical ASTRO 25 communications. The backhaul connection will link ASTRO 25 core sites with ASTRO 25 remote sites and hosted data centers. The Service will also enable connection of Motorola Solutions applications on the cloud. The ASTRO 25 Connectivity Service removes the complexity of multi-vendor management for ASTRO 25 radio network and backhaul by establishing a fully managed end-to-end backhaul service.

Motorola Solutions shall provide and install equipment to support the Service, as described in Section A.3.10.40: ASTRO 25 Connectivity Service Sites and Equipment. In addition to providing the backhaul equipment and installation services, Motorola Solutions shall maintain and manage network elements required to provide the Service ("Managed Elements"). Motorola Solutions will provide these services as needed to meet Service Availability Goals described in this SOW. Services in the SOW are delivered by Motorola Solutions and its partners.

The ASTRO 25 Connectivity Service is offered and available exclusively to ASTRO 25 systems that provide Public Safety Radio Services. The service is designed specifically to enable single vendor sourcing for Motorola Solutions' ASTRO 25 systems and Motorola Solutions information-based applications, including SmartConnect, SmartLocate, Critical Connect, and other cloud and hosted applications provided by Motorola Solutions. These applications must be licensed from Motorola Solutions under a separate agreement to access and use the respective services.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the Miami-Dade Police Department ("Customer").

Notwithstanding, the connectivity contemplated in the ASTRO® 25 Connectivity Service will be provided by Vesta Solutions, Inc. ("Vesta"), a wholly owned subsidiary of Motorola Solutions. In order to enable delivery of these connectivity services, MDPD must sign the Transport Connectivity Addendum ("TCA") attached to the Agreement. Any transport or connectivity will be provided by Vesta.

A.3.10.2 Prerequisites

To connect MDPD's on-premises ASTRO 25 infrastructure sites and cores, the Service requires MDPD maintain the included ASTRO 25 infrastructure service package.

Scope

Motorola Solutions shall provide and manage connectivity service between the MDPD's ASTRO 25 core sites and the ASTRO 25 remote sites, cloud data centers, or hosted data centers noted in A.3.10.40: ASTRO 25 Connectivity Service Sites and Equipment

Motorola Solutions Responsibilities

Motorola Solutions shall provide the ASTRO 25 Connectivity Service as follows:

- Provide Managed Elements noted in A.3.10.40: ASTRO 25 Connectivity Service Sites and Equipment to establish connectivity between MDPD provided equipment and wiring for sites noted in the same table. Such Managed Elements are included in the pricing for equipment and installation and is determined by Motorola Solutions.
- Perform a site survey prior to installation to assess that all the conditions for a proper site installation can be met, including, but not limited to the presence of network facilities necessary to provide the necessary connectivity. Motorola Solutions will note any variations of the site that would affect the hardware specifications or estimated labor involved for a standard installation. If the site survey indicates a non-standard installation (for example, the need for construction of "last mile" network facilities), then a mutually agreed change order may be required.
- Install equipment supplied by Motorola Solutions. Installation period is within 45 business days from the time Motorola Solutions and MDPD execute the Agreement and related addendum or addenda.
- When available and approved by MDPD in writing, Motorola Solutions may use MDPD-owned or MDPD-managed resources at no additional cost to Motorola Solutions. MDPD is solely responsible for maintenance and replacement of such resources and Motorola Solutions bears no responsibility for such resources. Motorola Solutions is further not responsible for any failures in such resources.
- Cooperate with MDPD to schedule the implementation of the ASTRO 25 Connectivity Service.
- Coordinate the activities of any Motorola Solutions subcontractors necessary to provide this service.
- Administer safe work procedures for installation.
- Assist MDPD with operating and using the system during cutover.
- Motorola Solutions may, in its sole discretion, choose to modify the backhaul design. These changes will result in equivalent or improved capacity, cost, reliability, or availability.

MDPD Responsibilities

MDPD shall be responsible for the following in relation to the ASTRO 25 Connectivity Service:

- Provide buildings, equipment shelters, and towers required for system installation, including building sites for backhaul equipment.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for equipment installation.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s) if requested by Motorola Solutions.
- Ensure existing sites or equipment locations have sufficient space available for the system, as specified by Motorola Solutions' R56 Standards and Guidelines for Communication.

- Ensure that existing sites or equipment locations have adequate electrical power in the proper phase, in the proper voltage, and with necessary site grounding to support the requirements of the equipment provided with the ASTRO 25 Connectivity Service.
- Perform any location upgrades or modifications.
- Provide any required system interconnections not specifically included in the ASTRO 25 Connectivity Service. Links provided by the ASTRO 25 Connectivity Service are outlined in A.3.10.40: ASTRO 25 Connectivity Service Sites and Equipment.
- Install demarcation equipment, air conditioning, and other equipment that is not provided by Motorola Solutions and is necessary to support the project.
- Perform work that is necessary to complete the project and is outside the scope of the installation services provided by Motorola Solutions.
- If MDPD requests wireless backup and Out Of Band (“OOB”) monitoring, Motorola Solutions may provide a wireless modem at the MDPD location for OOB monitoring for Motorola Solutions Managed Elements. MDPD shall provide access and accommodations to install the modem.
- MDPD will notify Motorola Solutions of any maintenance that may affect the operating status of the Managed Elements using a MDPD Maintenance Change Management Request via the Helpdesk or MyView Portal. Examples of maintenance activities include: powering down the site, a Motorola Solutions’ Managed Element, or a third-party Network Terminating Unit, or resetting, re-cabling, or moving equipment components.
- If a Motorola Solutions representative visits the Miami-Dade Site or works remotely, at MDPD’s request, to investigate an issue with the Service, and the Motorola Solutions representative determines the Service is functioning properly or is prevented from resolving the issue because MDPD did not provide access or reasonable assistance, MDPD will be charged at published or negotiated time and material rates.
- In the event Motorola Solutions agrees to manage any of MDPD’s equipment components and determines that those components need to be upgraded before Motorola Solutions can manage them, Miami-Dade will need to perform any upgrades required to support Motorola Solutions’ management. Potential upgrades that might be necessary include upgrades for Managed Elements Enhanced Features, end-of-life conditions, and the like. Motorola Solutions will manage those Miami-Dade equipment components after the necessary upgrade is complete.
- Upon Motorola Solutions request, the MDPD designated field service technician will reboot the Managed Elements, provide the LED light statuses of the third-party provider Network Terminating Unit where applicable, verify equipment power, verify that cables are securely connected, and insert a loopback plug.

Availability Goals

Service Level Availability Objectives

Motorola Solutions’ ASTRO 25 Connectivity Service shall meet the service level goals calculated using a standard formula as described below. Availability calculations include only active network sites during the reporting period. Inactive mobile sites are not factored into availability calculations. Motorola Solutions shall monitor service availability 24 hours a day, 7 days a week.

Availability Calculation

For the ASTRO 25 Connectivity Service, Motorola Solutions shall provide MDPD with availability metrics for active sites. ASTRO 25 Connectivity Service availability is the percentage of time that the circuit is available within a given calendar month.

Motorola Solutions shall determine connection availability individually for each of MDPD's ASTRO 25 Connectivity Service connections. Availability is calculated monthly by computing the total number of Critical P1 priority incident outage minutes, as defined in Table A-3, in a calendar month and dividing that sum by the total number of minutes in a 30-day calendar month. Availability is calculated after a Critical P1 incident ticket is opened. If the site has backup connectivity, this is factored into the availability calculation. The formula for computing target availability goals is as follows:

$$\text{Availability (\%)} = (1 - (\text{Total minutes of site Hard Outage per month} \div \text{Number of days in month} \times 24 \text{ hours/day} \times 60 \text{ minutes/hour})) \times 100.$$

Table A-2 provides Motorola Solutions' availability goals for specific site types. This table contains Motorola Solutions' Service Level Goals.

Table A-2: ASTRO 25 Connectivity Service Level Goals

Site Type	Link Count	Link Access (Mb)	Handoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
ASTRO 25 Core (Primary)	2	100/1000	1000 – LC Fiber	SRX1500	Yes (Critical Connect)	99.999%

Outages

Availability is influenced by multiple factors, including network design, equipment, backhaul, and environmental factors. This section defines outage types, and how they factor into service availability calculations.

Hard Outage

A hard outage, classified as a Critical P1 incident, is a complete loss of Motorola Solutions-provided backhaul connectivity, during which MDPD cannot use the service and is prepared to release it for immediate testing. Motorola Solutions factors hard outages into availability calculations and would impact the service level goals.

Planned Outages

Planned outages are pauses in service delivery that Motorola Solutions can notify MDPD of in advance, with a scheduled time for when the outage will end. If a planned outage exceeds the time that was predicted by 10% of the time scheduled, then the outage will be included as an agenda item for discussion at the next meeting between Motorola Solutions and MDPD. Motorola Solutions and the MDPD will re-categorize the outage during the meeting. Motorola Solutions does not include planned outages in connectivity availability calculations.

Force Majeure

An outage resulting from a *Force Majeure* event as defined in the Agreement is not included in availability calculations, but Motorola Solutions will provide continuous commercially reasonable effort to restore system components affected by such event.

Availability Exclusions

The following items are excluded from Motorola Solutions' availability calculations:

- Periods of Soft Outage, during which the MDPD is able to use the ASTRO 25 Connectivity Service and is not prepared to release the service for immediate testing.

- Sites installed for less than one full calendar month.
- MDPD Premises Equipment (“CPE”) not under Motorola Solutions 24/7 monitoring coverage.
- Sites with wireless primary access.
- Miami-Dade sites with wireless backup access, where wireless signal strength does not meet wireless signal strength guidelines as required by Motorola Solutions.
- Any delay, act, or omission by MDPD or a third-party, other than the local access provider, that causes or extends an outage is excluded from the availability calculation. In addition, periods of service degradation, such as slow data transmission, where a Critical P1 trouble ticket has not been opened with Motorola Solutions and MDPD has not released its Service for immediate testing are excluded.
- **“AS IS”**. THE SOLUTION AND SUBSCRIPTION SERVICES DESCRIBED HEREIN ARE PROVIDED “AS IS”. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.
- **Availability and Accuracy**. MDPD acknowledges that functionality, availability, and accuracy of the services described herein is dependent on many elements beyond Motorola Solutions’ control, including databases managed by Miami-Dade or third parties and MDPD’s existing equipment, software, and MDPD Data. Therefore, Motorola Solutions does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. MDPD agrees not to represent to any third party that Motorola Solutions has provided such guarantee. Interruption or interference with the services described herein may periodically occur.
- The Service and/or features may not be available in all areas.

A.3.10.3 Incident Priority Definitions and Response Times

This section describes incident priority levels that support availability measurements.

Table A-3: ASTRO 25 Connectivity Incident Priority Definitions and Response Time Goals

Incident Priority	Incident Definition	Primary Link Response Time Goals	Secondary Link Response Times
Critical P1	Hard Outage. The ASTRO 25 Connectivity Service is completely inoperable or degraded to the extent that it is unusable by the MDPD. MDPD is prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
High P2	ASTRO 25 Connectivity Service performance is degraded, but MDPD is able to use the Service. Incidents are assigned this priority if MDPD is not prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Medium P3	A problem is affecting an ASTRO 25 Connectivity Service component, and that problem does not impact service functionality or availability.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Low P4	<ul style="list-style-type: none"> - MDPD's requests that do not impact the ASTRO 25 Connectivity Service, such as a MDPD request for an incident report. - Service incidents not covered by other priority levels. - Scheduled maintenance. 	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5

A.3.10.4 ASTRO 25 Connectivity Service Sites and Equipment

Table A-4 describes sites included in the backhaul design, notes their location, and lists the critical solution equipment provided for them.

Table A-4: ASTRO 25 Connectivity Service Interconnected Site Locations

Site Name	Site Address	Site Type & Major Equipment
LightSpeed Dispatch Center	11500 NW 25th St Miami, FL 33172	ASTRO 25 Core / Motorola ISSI Gateway / SmartConnect Gateway
TCC	6010 SW 87 th Ave Miami, FL 33173	Miami-Dade County 800MHz P25 System & ISSI Gateway

A.3.11 Availability Reports

A.3.11.1 Description of Service

Motorola Solutions shall track the availability of the MDPD's ASTRO 25 Connectivity Service components using standardized availability reports and will endeavor to achieve availability goals based on those reports. Motorola Solutions automatically collects and collates availability data from network elements and uses that data to determine system health and if any maintenance or improvements are needed. Trend analysis can indicate capacity, availability, or reliability issues before they significantly affect services.

A.3.11.2 Scope

Each month, Motorola Solutions shall create and distribute a network availability report to compare with availability levels described in Availability Goals.

This service includes the following tasks:

- Data Collection—Availability data is remotely collected and stored for reporting purposes.
- Data Reporting—A suite of availability reports is generated and uploaded to MyView Portal.

A.3.11.3 Inclusions

Availability reports shall be provided for Motorola Solutions-provided site connections included as part of the ASTRO 25 Connectivity Service.

A.3.11.4 Motorola Solutions Responsibilities

- Collect availability data through defined interfaces.
- Provide the availability reports within MyView Portal.
- Provide a Motorola Solutions point of contact for questions MDPD has about the findings or service reports provided by Motorola Solutions.

A.3.11.5 Limitations and Exclusions

- Motorola Solutions' availability target objectives, and related availability calculations, exclude availability degradation resulting from MDPD's failure to promptly take necessary actions.

A.3.11.6 MDPD Responsibilities

- Designate an authorized reporting contact to work with Motorola Solutions to address any questions.
- When necessary, perform corrective actions identified by Motorola Solutions' project team as outside the scope of Motorola Solutions' responsibilities.

A.3.12 Backhaul Event Monitoring

A.3.12.1 Description of Service

Backhaul Event Monitoring provides real-time end-to-end event monitoring and fault isolation for ASTRO 25 Connectivity Service backhaul components and links. A set of sophisticated tools support remote detection and classification of events on the MDPD's backhaul network. When an event is detected, Motorola Solutions shall provide Backhaul Event Monitoring and shall determine the status of impacted backhaul links and engage with other service teams as needed to isolate the cause and resolve the incident. Motorola Solutions shall respond to incidents in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times.

Backhaul Event Monitoring is incorporated into the interface Motorola Solutions' uses for Backhaul Event Monitoring, establishing a single process for MDPD.

A.3.12.2 Scope

Backhaul Event Monitoring is available 24 hours a day, 7 days a week. Motorola Solutions' tools and processes for monitoring ASTRO 25 radio networks will be leveraged to monitor the backhaul endpoints effectively, and to provide a consistent monitoring experience if receiving both services. Incidents that are generated by the monitoring service will be handled in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times.

A.3.12.3 Inclusions

- Backhaul Event Monitoring is provided for the links and equipment listed in A.3.10.40: ASTRO 25 Connectivity Service Sites and Equipment

A.3.12.4 Motorola Solutions Responsibilities

- Use concurrent connectivity through the network connection established to support Backhaul Event Monitoring.
- Verify connectivity and event monitoring after system installation is complete.
- Monitor backhaul links continuously 24 hours per day, 7 days per week.
- Create incident tickets when necessary. Identify and classify the link associated with the incident. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Remotely access MDPD's backhaul to perform remote diagnosis and fault isolation as permitted by the MDPD pursuant to Section A.3.12.6: MDPD Responsibilities.
- Dispatch the MDPD's field service technician designated in the CSP when necessary and maintain communications with the MDPD until the incident is resolved. Provide updates in accordance with the agreed frequency, until resolution.

A.3.12.5 Limitations and Exclusions

- Monitoring excludes MDPD Enterprise Network ("CEN") components.
- Additional support charges beyond the contracted service rates may apply if Motorola Solutions determines that system faults were caused by the MDPD making changes to critical system parameters.
- Motorola Solutions is not responsible for system faults or deficiencies that are caused by changes or modifications to the system not performed by Motorola Solutions.

A.3.12.6 MDPD Responsibilities

- Provide Motorola Solutions with continuous remote access to enable the monitoring service.

- Provide continuous utility service to any Motorola Solutions backhaul equipment installed or used at the MDPD's premises to support delivery of the service. MDPD agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on MDPD's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit changes in any information supplied to Motorola Solutions and included in the CSP to the MDPD Support Manager ("CSM").
- Notify the CMSO when the MDPD performs any activity that impacts the backhaul components. Activity that impacts the backhaul components may include but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Allow Motorola Solutions' field service technician, designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all MDPD-managed passwords required to access the MDPD's system upon request, when opening a request for service support, or when needed to enable response to a technical issue. Such passwords and the uses thereof shall be secured as directed by MDPD.
- Negotiate additional charges above the contracted service agreements that may apply if it is determined that backhaul faults were caused by the MDPD making changes to critical system parameters without written agreement from Motorola Solutions.
- Cooperate with Motorola Solutions and perform commercially reasonable as necessary acts to enable Motorola Solutions to provide these services.
- Acknowledge that incidents will be handled in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times.

A.3.13 Remote Technical Support

A.3.13.1 Description of Service

Motorola Solutions' Remote Technical Support service shall provide telephone consultation for technical issues that require ASTRO 25 Connectivity Service backhaul knowledge and troubleshooting capabilities. As with ASTRO 25 incidents, the CMSO Service Desk shall respond to ASTRO 25 Connectivity Service incidents.

A.3.13.2 Scope

The CMSO Service Desk shall be available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times. Any unresolved incidents will be escalated to Motorola Solutions engineering and Original Equipment Manufacturers (OEM) for further assistance.

A.3.13.3 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-221-7144) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify MDPD requests for support.
- Respond to requests for service in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with MDPD in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify MDPD of an alternative course of action.
-

A.3.13.4 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service (such service may be provided under other provisions of Appendix A-2):

- MDPD training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required because of a virus or unwanted cyber intrusion.
-

A.3.13.5 MDPD Responsibilities

- Submit changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.

- Contract Motorola technicians familiar with the operation of the MDPD's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence for the MDPD County 800MHz P25 System and ISSI Gateway when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be handled in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times.
- Cooperate with Motorola Solutions, performing acts that are commercially reasonable acts as necessary to enable Motorola Solutions to provide Remote Technical Support. These actions include, but are not limited to, providing System IP information, local hardware logs, software versions, and MDPD change management information.

A.3.14 On-Site Response

Motorola Solutions shall provide On-site Response service which includes incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

A.3.14.1 Description of Service

The Motorola Solutions CMSO Service Desk shall receive MDPD's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to achieve response time goals.

The dispatched field service technician will travel to MDPD's location to restore the system in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times.

Motorola Solutions shall manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

A.3.14.2 Scope

On-site Response is available as needed to support the availability described in Availability Goals.

A.3.14.3 Inclusions

On-site Response is provided for hardware included with ASTRO 25 Connectivity Service.

A.3.14.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant MDPD information, as needed.
- Motorola Solutions designated field service technician will perform the following on-site:
 - Run diagnostics on the component.

- Perform physical fault restoration and hardware maintenance to restore component functions.
- Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
- If a third-party vendor is needed to restore the system, the vendor can be accompanied onto MDPD’s premises.
- If required by MDPD’s repair verification in the Customer Support Plan (“CSP”), verify with MDPD that restoration is complete, or system is functional. If verification by MDPD cannot be completed within 20 minutes of restoration, the incident will be closed, and the field service technician will be released.
- Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from MDPD or Motorola Solutions on-site service technician, indicating the incident is resolved.
- Notify MDPD of incident status, as defined in the CSP and Service Configuration Portal (“SCP”):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the service technician on-site, delayed, or closed.
- Provide incident activity reports to MDPD, if requested.

A.3.14.5 MDPD Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with MDPD information and preferences necessary to complete CSP.
- Submit changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Provide storage for software needed to restore the system in an easily accessible location.
- Provide storage for proper system backups in an easily accessible location.
- If required by repair verification preference provided by MDPD, verify with the CMSO Service Desk and dispatch that restoration is complete, or system is functional.
- Cooperate with Motorola Solutions and perform commercially reasonable acts as necessary to enable Motorola Solutions to provide these services.

A.3.15 Software Updates

A.3.15.1 Description of Service

As needed, Motorola Solutions shall provide relevant Original Equipment Manufacturer (“OEM”) software patches for backhaul equipment included as part of the ASTRO 25 Connectivity Service. These patches will update equipment when required to maintain compatibility with components or will address security vulnerabilities.

A.3.15.2 Scope

Motorola Solutions shall update network components when it determines it is necessary to maintain the ASTRO 25 Connectivity Service, and will provide security updates as needed to address identified security vulnerabilities.

Software Updates follow Motorola Solutions' defined change management process to avoid potential disruption. Once an OEM software update is available, Motorola Solutions initiates the change process to define the update's impact and work with MDPD to schedule its implementation.

A.3.15.3 Inclusions

Motorola Solutions shall provide relevant software patches and updates as provided by OEMs based on a schedule mutually agreed by the parties.

A.3.15.4 Motorola Solutions Responsibilities

- Provide relevant software and security patches to MDPD when provided by the OEM.
- Notify MDPD if an update will require network downtime to implement.
- Work with MDPD to schedule installation of disruptive software patches.

A.3.15.5 Limitations and Exclusions

- Motorola Solutions does not provide warranties on software updates other than Available warranties on software updates provided directly by the OEM.

A.3.15.6 MDPD Responsibilities

- Work with Motorola Solutions to schedule installation of disruptive software patches.

A.4 Advanced Plus Services

A.4.1 Overview

Motorola Solutions shall provide Advanced Plus Services for ASTRO 25 infrastructure including a comprehensive program to sustain the long-term performance of MDPD's network. Advanced Plus Services consists of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Update Service (RSUS).
- OnSite Infrastructure Response.
- Annual Preventive Maintenance.
- Network Updates.
- Managed Detection and Response.

Together, these elements will help to avoid operational disruptions and maintain the value of MDPD's communications investment.

A.4.2 Advanced Plus Services Element Descriptions

The following sections describe the elements for MDPD's ASTRO 25 infrastructure.

A.4.2.1 Network Event Monitoring

Motorola Solutions shall continuously monitor MDPD's ASTRO 25 network to detect potential issues or communications outages, maximizing network uptime. Motorola Solutions assesses each alert with advanced event detection and correlation algorithms to determine how to respond. Potential responses include remote restoration or dispatching a local field technician to resolve the incident on-site.

A.4.2.2 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) shall provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with MDPD to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

A.4.2.3 Network Hardware Repair with Advanced Replacement

To restore MDPD's ASTRO 25 network components if they malfunction, Motorola Solutions shall repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions will exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot will diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement components will remain in MDPD's ASTRO 25 network to maintain continued network functionality.

A.4.2.4 Remote Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. These updates may inadvertently disrupt ASTRO 25 network operations and functionality.

To minimize cyber risks and software conflicts, Motorola Solutions shall provide the Remote Security Update Service (RSUS). With this service, Motorola Solutions shall deploy antivirus and operating system security updates on an ASTRO 25 network in a dedicated information assurance lab to test and validate them for use with ASTRO 25 networks.

Motorola Solutions tests whether applying these security updates degrades network service. If an update degrades performance, Motorola Solutions searches for a solution or workaround to address the issue before releasing that update.

With RSUS, Motorola Solutions shall remotely install tested updates on MDPD's ASTRO 25 network. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation on a secured extranet website.

A.4.2.5 OnSite Infrastructure Response

Motorola Solutions shall provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to MDPD's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective

components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

A.4.2.6 Annual Preventive Maintenance

Motorola Solutions shall annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

A.4.2.7 Network Updates

The Network Updates service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, Network Updates keeps MDPD's ASTRO 25 network compatible with expansion elements, as well as new products or features. With Network Updates, MDPD's network will remain on a release that qualifies for support services.

Motorola Solutions shall deliver updates based on a predefined cadence of upgrade windows, with up to one update in each window. The Network Updates service includes the following:

- **Software Release Updates** – Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions shall plan and implement updates at MDPD's site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, MDPD will have access to the technology, support, and planning expertise needed for an effective upgrade.

A.4.2.8 Managed Detection and Response

Experienced, specialized security analysts from Motorola Solutions' Security Operations Center (SOC), using the ActiveEye Security Platform, monitor MDPD's ASTRO 25 radio network and Customer Enterprise Network (CEN) for cybersecurity threats. When a threat is detected, SOC analysts shall investigate and coordinate with MDPD to mitigate threats.

MDPD can use the ActiveEye Security Platform to configure alerts and notifications, review security data, and perform security investigations.

A.4.3 Motorola Solutions Service Delivery Ecosystem

Motorola Solutions shall provide Advanced Plus Services delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions Advanced Plus Services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As

staff perform tasks, service incident information will be available to MDPD's administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

A.4.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk shall serve as a single point of contact for Advanced Plus Services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among MDPD, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

A.4.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians shall perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

A.4.3.3 Repair Depot

The Motorola Solutions Repair Depot shall provide MDPD with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable MDPD's representatives to check repair status, from inbound shipment to return.

A.4.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be MDPD's key point of contact for the definition and administration of services. The CSM will work with MDPD to define service delivery details to address MDPD's specific priorities.

A.4.3.5 MyView Portal

To provide MDPD with quick access to service details, Motorola Solutions shall provide the MyView Portal online network information tool. MyView Portal provides MDPD with real-time critical network and services information through an easy-to-use graphical interface.



Figure A-1: MyView Portal offers real-time, role-based access to critical network and services information.

With MyView Portal, MDPD's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

Appendix B.

COMMANDCENTRAL AWARE SOLUTION

B.1 System Description

B.1.1 Overview

Motorola Solutions shall provide MDPD with CommandCentral Aware which allows MDPD users the ability to communicate with confidence, knowing their information is hosted in the highly secure Microsoft Azure cloud.

Designated Entities

The entities participating in the CommandCentral Aware solution are:

- Miami-Dade County Police Department, Florida.

Application Software and System Components

The CommandCentral Aware solution includes the following elements:

- CommandCentral Aware Standard with 1,000 Named User Licenses and 5-year subscription.
- Accuweather Service.
- Agency Published Esri Data Sets Integration.
- Sierra Wireless Modem Device Location on Cadence.
- One Cloud Anchor Server Hardware.
- Software Maintenance and Technical Support.
- Services as described in the Statement of Work.

B.1.2 CommandCentral Aware Technical Discovery Requirements

In order to prevent delay in the implementation, MDPD shall provide the information required in Table B-1 below at the time of Project Kickoff for each interface/integrated system.

Table B-1: Aware Technical Discovery Requirements

	Miami-Dade Provided	Motorola Solutions Confirmed
Additional Information for Virtual Machine (VM) Access		
Remote access to Cloud Anchor Server		
Data Interface VM requirements		
Integration		
Miami-Dade IP Network layout (Traffic segmentation, NAT required?)		
Active Directory and Email policies		
Miami-Dade Third-Party IP Network Connections (Schools, Fire, Traffic)		
Remote Access Policy/Procedures		
Who owns/maintains each Miami-Dade network/firewalls?		
Wireless Access		
VPN Connectivity to Core?		
Validate Data Ingestion (may require system expansion**)		

B.1.3 Hardware Environment and Network Requirements

Motorola Solutions shall work with Miami-Dade IT personnel to verify that connectivity meets requirements. The County shall provide the network components.

Table B-2: Cloud Anchor Server Installation Requirements

Installation Requirements
One rack unit per Cloud Anchor server.
Two circuits to distribute power to the server rack (dual power supplies).
UPS (Uninterruptible Power Supply) at the site where the Cloud Anchor server and CommandCentral Aware workstations will be installed.
Miami-Dade provided Internet access and Remote Access Capability.
Minimum 1.1Mbps between Cloud Anchor Server and CommandCentral Aware platform.

CommandCentral Aware Design Limitations

- A maximum of 3000 Icons viewed on the CommandCentral Aware client at one time, per instance.

- A maximum of 100 updates per second on the CommandCentral Aware client.
- A maximum 5000 radios per server.

Broadband Device Locationing Requirements

Broadband devices require a data subscription. The broadband subscription is not included in the price of the CommandCentral Aware.

Broadband Infrastructure Requirements

Broadband networks should provide connectivity over 4G LTE, or fourth-generation mobile data technology Long-term Evolution, as defined by the International Telecommunication Union's Radio Sector (ITU-R) and/or Wi-Fi defined as IEEE Standard 802.11 (preferably 802.11ac or 802.11n).

B.1.4 CJIS and Compliance

Motorola shall employ privacy and security protocols that enable MDPD to comply with the most stringent legal and regulatory requirements. In addition, Motorola Solutions builds on a strong foundation with an Azure architecture designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.

- Motorola Solutions employs rigorous third-party audits to verify its adherence to security controls and standards. To demonstrate Motorola Solutions safeguarding of MDPD's data, comprehensive third-party audits of primary Software Enterprise development and support operations have been completed and those operations have achieved ISO/IEC 27001:2013 (information security management systems) certification and AICPA SOC2 Type 2 reports will be available in early 2021. ISO/IEC 27017:2015 (information security controls for cloud services), ISO/IEC 27018:2019 (protection of personal information in public clouds) and ISO/IEC 27701:2019 (privacy information management) will be available in mid-2021. Supplemental SOC2 Type 2 reports and ISO/IEC 27001:2013 certifications for the development and support operations at satellite locations will be complete by the end of 2021.

The CommandCentral Aware product and services shall be designed to support compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy and complies with the terms of the CJIS Security Addendum. A dedicated team of CJIS compliance professionals shall be available to assist MDPD through administering and coordinating CJIS-compliant personnel credentialing, providing documentation assistance in connection with CJIS audits, and advising on how to configure and implement our solutions in a manner consistent with the CJIS Security Policy.

B.2 Statement of Work

B.2.1 Introduction

In accordance with the terms and conditions of the Agreement, this Statement of Work defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions (“Motorola Solutions”) CommandCentral Aware to MDPD. When assigning responsibilities in this section, the phrase “Motorola Solutions” includes our subcontractors and third-party partners.

Deviations and changes to this section are subject to duly approved mutual agreement in writing between Motorola Solutions and MDPD and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola Solutions work is performed remotely. MDPD shall provide Motorola Solutions resources with mutually acceptable network access to enable Motorola Solutions to fulfill its delivery obligations.

Motorola Solutions and MDPD will work to complete their respective responsibilities in accordance with the mutually agreed upon governing Project Schedule. Any changes to the governing Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola Solutions or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors’ SOWs (if applicable) does not imply or convey a software or subscription license or service that are not explicitly listed in the Agreement.

B.2.1.1 Award, Administration and Project Initiation

Project Initiation and Planning shall begin following execution of the Agreement between Motorola Solutions and MDPD.

Following the conclusion of the Project Planning Session, the Motorola Solutions Project Manager shall conduct twice monthly one-hour remote status meetings with the MDPD Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Solutions Project Manager shall prepare and submit monthly status reports to the MDPD Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention as well as potential project risks and agreed upon mitigation actions.

B.2.1.2 Completion and Acceptance Criteria

Motorola Solutions Integration Services are considered complete upon Motorola Solutions performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria to the satisfaction of the MDPD. Customer task completion will occur per the project schedule enabling Motorola Solutions to complete its tasks without delay.

MDPD shall provide Motorola Solutions written notification that it does not accept the completion of Motorola Solutions responsibilities or rejects a Motorola Solutions service deliverable within five (5) business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola Solutions and MDPD. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

B.2.2 Project Roles and Responsibilities Overview

B.2.2.1 Motorola Solutions Project Roles and Responsibilities

A Motorola Solutions team, made up of specialized personnel, shall be appointed to the project under the direction of the Motorola Solutions Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies Motorola Solutions' project team shall provide services remotely via teleconference, web-conference or other remote method in fulfilling its commitments as outlined in this Statement of Work. Motorola Solutions project team resources shall be on site at the Miami-Dade location when fulfilling commitments that are crucial to project success as noted in this Statement of Work.

The personnel role descriptions noted below provide an overview of typical project team members. There may be other personnel engaged in the project under the direction of the Project Manager. The following provided descriptions of the primary roles engaged in the delivery of the project. One or many resources of the same type may be engaged as needed throughout the project.

Motorola Solutions' project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Solutions Project Manager shall be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include:

- Manage the Motorola Solutions responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola Solutions personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with MDPD.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on a mutually agreed basis to discuss project status.

- Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
- Provide timely responses to issues related to project progress.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. They confirm the delivered technical elements meet contracted requirements. They are engaged throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate shall be assigned to MDPD post Go Live event. By being MDPD's trusted advisor, MDPD Success Advocate' responsibilities include:

- Assist MDPD with maximizing the use of their Motorola Solutions software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.

Customer Support Services Team

The Customer Support Services team will provide ongoing support following commencement of beneficial use of MDPD's System(s) as defined in Customer Support Plan.

B.2.2.2 Customer Project Roles and Responsibilities Overview

The success of the project is dependent on early assignment of key MDPD resources. It is critical these resources are empowered to make provisioning decisions based on MDPD's operational and administration needs. The MDPD project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation.

Project Manager

The Project Manager will act as the primary MDPD point of contact for the duration of the project. In the event the project involves multiple agencies, Motorola Solutions will work exclusively with a single MDPD assigned Project Manager (the primary Project Manager). This includes the management of any third-party vendors that are MDPD Subcontractors. The Project Manager's responsibilities include:

- Communicate and coordinate with other project participants.
- Manage the MDPD project team including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Solutions Project Manager.
- Identify the efforts required of MDPD staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from MDPD staff to present to the Motorola Solutions Project Manager.
- Review the Project Schedule with the Motorola Solutions Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.

- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, MDPD vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure MDPD vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola Solutions staff as needed for the duration of the project, including at least one representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates as well as approve and release payments in a timely manner.
- Provide building access to Motorola Solutions personnel to all Miami-Dade facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola Solutions personnel if required for access to facilities.
- Ensure remote network connectivity and access to Motorola Solutions resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola Solutions personnel.
- Provide signatures of Motorola Solutions-provided milestone certifications and Change Orders within five (5) business days of receipt.

Transformation Lead

The Transformation Lead, who may or may not be MDPD's Project Manager, must be able to holistically represent your organization and be able to work cross functionally between Motorola Solutions, your organization, and all stakeholders involved in the delivery of your new system subject to authorization by the Board of County Commissioners as required by applicable County law, rules and regulations. The Transformation Lead must be empowered to acknowledge the resource and time commitments required of your organization and authorize Motorola Solutions to proceed with scheduling the Project Kickoff event.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system as defined in the Customer Support Plan (CSP).

IT Personnel

IT personnel provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola Solutions system will interface.

Additional Resources

Additional resources, such as trainers and database administrators may also be required.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of MDPD. These resources will provide provisioning inputs to the SMEs if operations for these agencies differ from that of MDPD.

B.2.2.3 General MDPD Responsibilities

In addition to the MDPD Responsibilities stated elsewhere in this SOW, MDPD is responsible for:

- All Customer-provided equipment including hardware and third-party software necessary for delivery of the System not specifically listed as a Motorola Solutions deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment and the like.
- Initiate, coordinate, and facilitate communication between Motorola Solutions and Customer's third-party vendors as required to enable Motorola Solutions to perform its duties.
- Active participation of MDPD Subject Matter Experts (SME's) in project delivery meetings and working sessions during the course of the project. MDPD SME's will possess requisite knowledge of MDPD operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of MDPD GIS data as requested by Motorola Solutions. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions as defined in the Training Plan.
- Ability to participate in remote project meeting sessions using Zoom.

B.2.2.4 Project Planning and Pre-Implementation Review

In order to establish initial expectations for CommandCentral Aware deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola Solutions shall work with MDPD to assist in understanding the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola Solutions shall conduct a one-on-one teleconference with MDPD's designated resource to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness in preparation for the Project Kickoff meeting.

Motorola Solutions Responsibilities

- Make initial contact with MDPD Project Manager and schedule the Pre-Implementation Review teleconference.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third-party engagement/considerations (as applicable).
- Discuss MDPD involvement in system provisioning and data gathering to understand scope and time commitment required.

- Discuss the online Learning Management System (LMS) training approach.
- Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
- Discuss the CommandCentral Solution Discovery Requirements checklist and verify MDPD has a copy of the checklist.
- Coordinate enabling designated MDPD administrator with access to the LMS and CommandCentral Admin Console.

MDPD Responsibilities

- Provide Motorola Solutions with the names and contact information for the designated LMS and application administrators.
- Collaborate with the Motorola Solutions PM and set the Project Kickoff meeting date.

B.2.2.5 Project Kickoff Teleconference

The purpose of the project kickoff is to introduce project participants and review the overall scope of the project.

Motorola Solutions Responsibilities

- Conduct a project kickoff teleconference.
- Validate key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and MDPD participation.
- Verify MDPD Administrator(s) have access to the LMS and CommandCentral Admin Console.

MDPD Responsibilities

- Validate key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola Solutions staff to facilitate delivery of services described in this Statement of Work.
- Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third-party licensing agreements.
- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola Solutions resources to obtain access to each of the sites identified for this project.
- Provide the contact information for the license administrator for the project. i.e., IT Manager, CAD Manager, and any other key contact information as part of this project.
- Validate access to the LMS and CommandCentral Admin Console.
- Provide the information required in the CommandCentral Solution Discovery Requirements checklist.

B.2.3 Contract Design Review (CDR)

B.2.3.1 Contract Design Review

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach and contractual obligations of each party. The CDR commences upon conclusion of the Project Kickoff session.

Any changes to the contracted scope can be initiated via the change provision of the Agreement.

Motorola Solutions Responsibilities

- Review the Ordering Documents: System Description, Statement of Work and Project Schedule.
- Review the technical, environmental and network requirements of the system.
- Review the initial Project Schedule and incorporate MDPD feedback resulting in the implementation project schedule. The project schedule will be maintained by Motorola Solutions and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.
- Review and order contacted hardware.
- Review the functional demonstration process for CommandCentral Solution and interfaces.
- Request shipping address and receiver name.
- Provide completed paperwork, provided to Motorola Solutions during project kickoff that enables Motorola Solutions resources to obtain site access.
- Review the information in MDPD provided CommandCentral Solution Discovery Requirements checklist.
- Grant MDPD Administrator with access to CommandCentral Admin Console.
- Grant MDPD LMS Administrator with access to the LMS.
- Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

MDPD Responsibilities

- Project Manager and key MDPD assigned designees attend the meeting.
- Provide network environment information as requested.
- Providing shipping address and receiver name.
- Provide locations and access to the existing data and video equipment that will be part of the CommandCentral system per the Agreement.

Completion Criteria

- The CDR is complete upon MDPD receipt and acceptance of the CDR Summary report.

B.2.4 Hardware/Software

Hardware and software activities account for the procurement, staging and configuration of server hardware.

B.2.4.1 CloudConnect Server Staging

The objective of this activity is to install the software components on the Motorola Solutions' provided server at Motorola's staging facility. The server will be tested and verified by Motorola

Solutions to be operational in a staged environment. Once validated, the server will be packaged and shipped to MDPD's location for installation.

Motorola Solutions Responsibilities

- Order contracted server related components for delivery to the staging facility.
- Install and configure system software.
- Ship staged system to MDPD's installation site.

MDPD Responsibilities

- Receive the staged server and securely store it until Motorola Solutions installation.
- Provide power and assign network IP addresses. Provide backup power, as necessary.
- Provide network connectivity between the various networks.
- Provide acknowledgement of receipt of delivered equipment.

Motorola Solutions Deliverables

Title/Description
Equipment Inventory
Staged System Delivery

B.2.4.2 CloudConnect Server Configuration

Motorola Solutions Responsibilities

- Remotely configure Server and install VSphere license.
- Remotely configure network connectivity and test connection to the server.

MDPD Responsibilities

- Provide remote access to the server.

Completion Criteria

- CloudConnect Server configuration is complete.

B.2.4.3 Workstation Installation and Configuration

The objective of this activity is to configure and install MDPD provided workstation and monitors.

Motorola Solutions Responsibilities

- Verify remote access capability after MDPD completes physical installation.
- Configure workstations and monitors for CommandCentral Aware.

MDPD Responsibilities

- Perform physical installation of the CommandCentral Aware workstations. Connect to power and network. Assign IP addresses for the network.
- Provide remote access to the CommandCentral Aware workstations.

Completion Criteria

- CommandCentral Solution workstation configuration is complete.

B.2.4.4 Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola Solutions systems as described in the System Description.

Motorola Solutions Responsibilities

- Establish and validate connectivity between the Motorola Solutions systems.
- Validate each system can transmit and/or receive data.

MDPD Responsibilities

- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' integration efforts.
- Provide network connectivity between the Motorola systems.

B.2.4.5 ASTRO 25 Location Integration

Motorola Solutions Responsibilities

- Configure connection between CloudConnect Server and Cloud-based CommandCentral Aware application.
- Provision subscribers and Sierra Wireless modems as needed.

MDPD Responsibilities

- None

B.2.4.6 CommandCentral Solution Geospatial Mapping Configuration

Motorola Solutions Responsibilities

- Installation and configuration of the connection to the Miami-Dade mapping system, (i.e. ESRI online, ESRI server, or static map layers).
- Test mapping layers and links to validate CommandCentral Solution is accessing and utilizing MDPD published GIS data.

MDPD Responsibilities

- Provide access to ESRI/GIS system and/or GIS personnel.
- Provide published GIS map layers.
- Work with Motorola Solutions staff to publish specific maps beneficial to the MDPD analysts.

Completion Criteria

- CommandCentral Solution Geospatial Mapping configuration is complete and accepted by MDPD.

B.2.5 CommandCentral Provisioning

B.2.5.1 CommandCentral Solution

Motorola Solutions will discuss industry best practices, current operations environment and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Solutions Responsibilities

- Using the CommandCentral Admin Console, provision users, groups, rules and based off MDPD Active Directory data.

MDPD Responsibilities

- Supply the access and credentials to MDPD's Active Directory for the purpose of Motorola Solutions conducting CommandCentral Solution provisioning.

- Respond to Motorola Solutions inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Completion Criteria

- CommandCentral Solution provisioning is complete upon Motorola Solutions completing provisioning activities and acceptance by MDPD.

B.2.6 CommandCentral Online Training

CommandCentral training shall be made available to via Motorola Solutions Software Enterprise Learning Management System (LMS). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable MDPD to engage in training when convenient to the user.

LMS Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to Miami-Dade LMS Administrators on:
 - Adding and maintaining users.
 - Adding and maintaining Groups.
 - Assign courses and Learning Paths.
 - Running reports.

MDPD Responsibilities

- Go to <https://learningservices.Motorola Solutions.com> and request access if you do not already have it.
- Complete LMS Administrator training.
- Advise users of the availability of the LMS.
- Add/modify users, run reports and add/modify groups.

Completion Criteria

- Work is considered complete upon conclusion of Motorola Solutions-provided LMS Administrator instruction and acceptance by MDPD.
- Panorama – A panorama is an individual instance of the Learning Management System that provides autonomy to the agency utilizing.
- Groups – A more granular segmentation of the LMS that are generally used to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LMS.
- Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

B.2.7 Product Validation

The system is exercised throughout the delivery of the project by both Motorola Solutions and MDPD via provisioning and training activities. Prior to user operation, Motorola Solutions shall perform prescribed system validations in accordance with a Product Validation Plan.

B.2.7.1 Functional Demonstration

The objective of functional demonstration is to validate MDPD access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Solutions Responsibilities

- Update functional demonstration script.
- Provide script to MDPD for review and acknowledgement.
- Conduct functional demonstration.
- Correct any configuration issues impacting access to cloud based features; i.e. map display, location updates, video display and/or interface and integrations.
- Create a summary report documenting the activities of the functional demonstration and any corrective actions taken by MDPD or Motorola Solutions during the demonstration.
- Provide MDPD instruction on using the Customer Feedback Tool for feature/enhancement requests.

MDPD Responsibilities

- Review and agree to the scope of the demonstration script.
- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration.
- Provide Motorola Solutions with any requests for feature enhancements.

Completion Criteria

- Conclusion of the functional demonstration and acceptance by MDPD.

B.2.8 Completion Milestone

Following the conclusion of delivery of the functional demonstration and acceptance by MDPD, the project is considered complete and the Software System completion milestone will be recognized.

B.2.9 Transition to Support and Customer Success

Following the completion of the activation of CommandCentral components and acceptance by MDPD, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as MDPD integrate this solution into MDPD's business processes. Motorola Solutions' team will work with MDPD to ensure Video-as-a-Service meets MDPD's expectations and that the solution satisfies MDPD's goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

The Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x5, x1) or by email at [support-commandcentral@motorolasolutions.com].

Motorola Solutions Responsibilities

- Provide MDPD with Motorola Solutions support engagement process and contact information.
- Gather contact information for MDPD users authorized to engage Motorola Solutions support.

MDPD Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the handover to support, acceptance by MDPD and the implementation project is complete.

Appendix C.

DISPATCH CONSOLES

C.1 Dispatch Console Configuration for Miami-Dade Police Department

The Motorola Solutions' dispatch console shall interface seamlessly with Miami-Dade Police Department's ASTRO® 25 system. This solution offers MDPD 4 dispatch positions. Table C-1 below titled "Dispatch Locations" outlines the number of consoles and their location.

Table C-1: Dispatch Locations

Number of Operator Positions	Location Name
2	LightSpeed Primary Dispatch
2	5680 Backup Dispatch

C.2 Protecting Consoles and Communications

The dispatch consoles shall enable end-to-end encryption from the dispatcher to the ASTRO 25 network, so that Miami-Dade Police Department's communications will not be undermined by unencrypted transmissions. Each dispatcher shall be able to fully participate in secure communications utilizing encryption that does not permit information to be heard by unauthorized individuals.

C.3 Incorporating Console Configuration and Management

The console system shall be configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. MDPD shall be able to define exactly which resources are available and how they are presented to the dispatcher. This provides MDPD with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system.

C.4 Dispatch Console Solution Components

C.4.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in Figure titled “MCC 7500E Dispatch Position.” The following list describes the components included in the configuration.

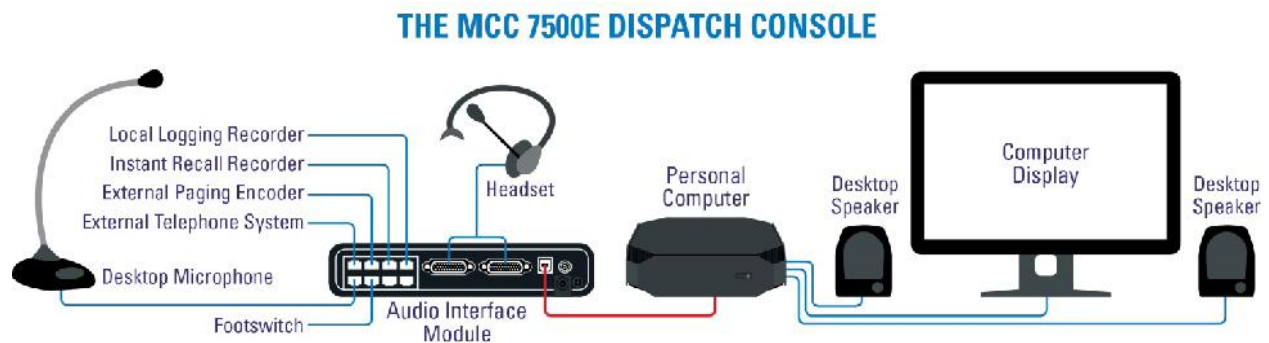


Figure C-1: MCC 7500E Dispatch Position supports multiple accessories.

Includes:

- Audio Interface Module (AIM)
- Personal Computer (PC)
- Computer Display with Touchscreen
- Desktop
- Speakers
- Headset Jack
- Headset
- Purpose-built
- USB Microphone
- Footswitch
- Telephone Headset Interface Port

Appendix D.

VIRTUAL PARTNER ENABLEMENT

D.1 Virtual Partner Solution

Motorola Solutions shall provide Virtual Partner LTE Enablement (ViQi) which includes the software and services required to install and configure Viqi for use via the APXNEXT LTE connection. Virtual Partner is a cloud-based service that provides vital public safety information via voice. With a single button press and simple audio prompt, public safety personnel can use natural language to run a license plate or driver’s license, and search for vehicles with matching vehicle identification numbers. Virtual Partner leverages artificial intelligence capabilities to interpret voice queries and deliver query results in an audible format. This empowers officers to submit queries using their radio subscriber. Reducing the need for a vehicle mounted computer and the risk of losing situational awareness while typing a manual query. The automated nature of the solution will allow MDPD officers to query a driver’s license, license plate and a vehicle identification number (VIN) to obtain critical information faster than relaying the query to dispatchers. Motorola may enhanced ViQi to support alerting dispatchers of a hot hit that results from a ViQi query and such enhancement shall be provided to MDPD upon availability. Virtual Partner uses commercial LTE to communicate between APXNEXT subscriber radios and the hosted Virtual Partner service.

D.2 Statement of Work

D.2.1 Overview

The Statement of Work defines the principal activities and responsibilities of Motorola Solutions and MDPD during CommandCentral Virtual Partner deployment. The deployment process is a collaborative effort between MDPD system administrators, subject matter experts, and the Motorola Solutions deployment team. Deployments involve the following steps:

Step	Description
Project Initiation	Formal project kickoff and planning sessions
Agency, User, and Device Setup	Configuration of agency, users, and devices on cloud platform
State Switch Authorization	Virtual Partner connection to State Message Switch approved
Query Configuration	Install and configure on premise query software
Demonstration	Demonstrate Virtual Partner operation

Step	Description
Training	Virtual Partner operational and administrator training
Project Finalization	Delivery of as-built documentation and hand over to support

These project steps are logical groupings of related activities required to complete the project. Each step includes tasks and deliverables both Motorola Solutions and MDPD are responsible to complete. These are described in detail within the Statement of Work.

Motorola’s project manager will use the Statement of Work to guide the deployment process and coordinate the activities of all Motorola Solutions resources and teams. The project manager will also work closely with MDPD’s project manager to clearly communicate the required deployment activities and schedule tasks involving MDPD resources.

D.2.2 Project Roles

Motorola Solutions Project Manager

The Motorola Solutions Project Manager is the single point of contact with the MDPD Project Manager and is responsible for scheduling and coordinating Motorola Solutions resources and task completion. The Motorola Solutions Project Manager assures the delivery of contracted components in accordance with the project schedule and is responsible for the transition of MDPD to Motorola Solutions Customer Support post deployment.

Motorola Solutions Solutions Architect

Deploys and configures the on premise query software.

Motorola Solutions Support

Motorola Solutions Support organization provides varying levels of service up to and including technical support services. Following project finalization, ongoing service will be provided by Motorola Solutions Support in accordance with the MDPD support plan.

Note: Any Motorola employees who have access to or touch the system shall comply with the MDPD Security Policy.

MDPD Project Manager

The MDPD Project Manager is responsible for scheduling and coordinating MDPD resources and task completion. The MDPD Project Manager works collaboratively with the Motorola Solutions PM to assure completion of MDPD tasks in accordance with the project schedule.

MDPD System Administrator(s)

Responsible for Virtual Partner User and radio subscriber provisioning via CommandCentral Admin and ongoing coordination with Motorola Solutions System Support.

MDPD Network Administrator

Responsible for network and firewall configuration. Works with Motorola Solution Architect to provide and verify network connectivity between the on-prem systems, the Command Central cloud platform, and the State message switch.

D.2.3 Project Documentation

The following documents are delivered during the deployment process. Some are standard product documentation and others are project specific and are produced during the project.

Product Documentation

CommandCentral System Administration Guide. The Administration Guide includes information about the CommandCentral Admin tool, User provisioning, and other system administration tasks.

CommandCentral Network Connectivity Guide. The Network Guide includes information about the security and network connectivity between the MDPD's on-premises system and the CommandCentral cloud platform.

Project Documentation

Virtual Partner Configuration Document. Describes the Virtual Partner configuration including network diagrams, ConnectCIC configuration, query configuration, and cloud provisioning parameters. It is created during the project, used to configure and validate application and network configurations, and finalized to serve as project as-built documentation. Provided to both MDPD and the Motorola Solutions Support Team.

Operational Demonstration Script. The Operational Demonstration Script provides a MDPD specific procedure for validating system configuration and operation. It references MDPD specifics detailed in the Configuration Document.

D.2.4 Initiation

Project Initiation

Project initiation occurs after procurement of Virtual Partner and notice to proceed is received. During this phase the Motorola Solutions and MDPD project managers are assigned, assemble their teams, and establish a working relationship. The managers jointly review the project plan, deliverables, and schedule. Each manager coordinates preparatory tasks that serve as a foundation for the specific deployment activities.

Motorola Solutions Responsibilities

1. Schedule a kick-off call between MDPD and Motorola Solutions project managers
2. Establish communications plan
3. Review project work plan, schedule, and resources
4. Provide standard product documentation
 - a. CommandCentral System Administration Guide
 - b. CommandCentral Network Connectivity Guide
 - c. Virtual Partner User Guide

MDPD Responsibilities

1. Miami-Dade project manager coordinates with agency(s) and identifies the subject matter experts, system administrators, and network administrators that will participate in the project and complete MDPD tasks
2. Review the Solution Description and prerequisites with MDPD project team. Assure that all required components are in place or initiate procurement

3. Schedule agency personnel time to participate in the Virtual Partner deployment process.

Completion Criteria

Complete when Motorola Solutions and MDPD project teams are identified and deployment tasks are assigned and scheduled.

D.2.5 Data Collection & Planning Session

Motorola Solutions shall conduct a remote working session with the MDPD System Administrators and agency user representatives to provide an overview of Virtual Partner operation and collect provisioning data. This activity is performed via teleconference.

Motorola Solutions Responsibilities

1. Conduct a remote, one to two hour, planning session with representatives of each agency using Virtual Partner.
2. Review Virtual Partner functionality and configuration options.
3. Document each agency's configuration, admin users, initial subscribers and users.

MDPD Responsibilities

1. Schedule planning session with representatives of each agency.
2. Provide Administrator, User, Subscriber, and Group information for provisioning.

Completion Criteria

Planning sessions completed.

D.2.6 Agency, User and Device Setup

The MDPD Agency, Virtual Partner Users, and Radio Subscribers shall be provisioned within the CommandCentral Cloud Platform using the Command Central Admin tool. The provisioning process allows the Agency to define the specific capabilities and permissions of each user.

ViQi Virtual Partner stores full CJIS Query and Response text in Command Central Audit (CCAudit). The audit service allows system administrators to review logs of user activity and analyze violations manually. The audit logs include both the queries submitted by users and all responses received from the state CJIS Switch.

The query audit logs are viewable and searchable through Command Central Audit Viewer. Users may access the audit logs pertinent to their agency using CCAudit Viewer provided their account has audit log access enabled. The agency system administrator can see and provision who will have access to the Audit Viewer. It is the agency's responsibility to ensure that CC Audit users have passed CJIS personnel security screening.

Motorola Solutions Responsibilities

1. Provide a single two hour remote CommandCentral Admin training session for the MDPD System Administrator(s)
2. Provide up to two hours of remote telephone support over a 10 day period following the CommandCentral Admin training for the System Administrator during the Agency and User Setup process

3. Use the CommandCentral Admin tool to establish the MDPD and MDPD's agency(s) within the CommandCentral cloud platform. This activity will be initiated during the order process
4. Verify MDPD's access to the CommandCentral App online training module

MDPD Responsibilities

1. Identify System Administrator(s)
2. Assure all System Administrators complete the CommandCentral Admin training
3. Use the CommandCentral Admin tool to:
 - a. Setup Command Central administration and user passwords
 - b. Setup Command Central administration and user passwords
 - c. Provision agency's Virtual Partner Users (officers)
 - d. Provision queries and permissions per User
 - e. Provision agency's radio subscriber devices
 - f. Provision User to radio subscriber

Completion Criteria

All agencies, users and devices are provisioned and accepted by MDPD.

D.2.7 CJIS Security Audit / Connection Authorization

State and MDPD approval is needed prior to connecting the Virtual Partner solution to the State Switch or independently or via PremierOne CAD's existing connection.

Motorola Solutions Responsibilities

1. Provide Security Amendment that describes the Virtual Partner solution in terms of a data flow diagram that documents the protocols, ports, and encryption used between the State Message Switch connection and the APX NEXT subscriber.
2. Coordinate with the MDPD IT department and the State to identify any additional documentation required for State approval and update the Security Amendment as required.

MDPD Responsibilities

1. Define the State and Agency approval process required for the Virtual Partner beta project.
2. Identify the state personnel required to audit the system security and approve the solution for connection to State Message Switch.
3. Submit a formal request to the State requesting authorization to connect the Virtual Partner solution to the State Message Switch.
4. Facilitate the approval process by reviewing Motorola's security documentation, submitting to state approval process, and coordinating with state to assure completion of the process.

Completion Criteria

CJIS connection available and MDPD and State approval to connect Virtual Partner.

D.2.8 Query Configuration

Virtual Partner uses an on premise software package to submit queries generated via radio subscribers. MDPD's deployment Shall be configured to support queries to the State or

County Message Switch. The on premise query components and configuration are common across all Virtual Partner deployments, however, the deployment process and required tasks varies depending on the existence of previously deployed software components. MDPDs with existing PremierOne / ConnectCIC solutions may leverage the existing software and message switch connection.

Motorola Solutions Responsibilities

1. Systems with PremierOne CAD:
 - a. Install a new ConnectCIC instance on a MDPD supplied VM within MDPD's secure environment.
 - b. Configure ConnectCIC to connect to the state switch via the existing PremierOne ConnectCICs. This will use the existing CJIS connection, ORI, and mnemonic. PremierOne is typically deployed with multiple ConnectCIC instances for redundancy. The new ConnectCIC will connect to the State switch via the active PremierOne ConnectCIC instance.
 - c. Establish a connection from ConnectCIC to the Azure CommonQuery Service via a Miami-Dade firewall.
 - d. Verify that Virtual Partner queries may be sent to the switch via ConnectCIC and that responses are received.
2. Systems without PremierOne CAD: Install the CommSys ConnectCIC™ CJIS Integration Solution. Use new or existing remote access capability for remote configuration and support.
 - a. Install CommSys ConnectCIC on a MDPD provided VM.
 - b. Provision ConnectCIC with the agency's ORI and mnemonic.
 - c. Establish a connection from ConnectCIC to the applicable State or County Message Switch.
 - d. Establish a connection from ConnectCIC to the Azure CommonQuery Service via a MDPD firewall.
 - e. Verify that Virtual Partner queries may be sent to the switch via ConnectCIC and that responses are received.

MDPD Responsibilities

1. Support deployment of the CommSys ConnectCIC™ CJIS Integration Solution. Note that this activity is not required for deployment with an existing PremierOne CAD implementation.
 - a. Provide a suitable VM for ConnectCIC.
 - b. Provide agency ORI and other required credentials required for connection to State or County Message Switch.
 - c. Provide and configure a Firewall that allows connection from ConnectCIC to the applicable State or County Message Switch.
 - d. Provide and configure a Firewall that allows connection from ConnectCIC to the Virtual Partner solution hosted in Microsoft Azure.
 - e. Provide agency personnel for query testing as required by State query system and NLETS/NCIC user access rules.
2. Provide remote access capability that allows Motorola Solutions to monitor and maintain ConnectCIC. This may be the existing PremierOne or FlexCAD remote access capability or a new connection specifically for ConnectCIC.

Completion Criteria

Query configuration is complete when all query components are installed and configured to support Virtual Partner operation and accepted by MDPD.

D.2.9 Subscriber Provisioning

APX NEXT subscribers shall be provisioned on MDPD's ASTRO system prior to operation. APX NEXT subscribers associated with Virtual Partner subscriptions must be programmed to assign a button to activate Virtual Partner.

Motorola Solutions Responsibilities

1. Provide Virtual Partner programming guidance.

MDPD Responsibilities

1. Assure that all APX NEXT subscriber firmware is updated to Release 20 or later.
2. Assure that APX NEXT subscribers have been previously provisioned on the ASTRO system.
3. Assure that all APX NEXT subscribers have a current SmartProgramming application service subscription.
4. Assure that APX NEXT subscribers' code plug configurations have been provisioned in RadioCentral and that the APX NEXT Subscribers have been programmed.
5. Download and install the latest version of the RadioCentral programming client.
6. Provision balance of APX NEXT subscribers for Virtual Partner using the RadioCentral client.

Completion Criteria

All APX subscribers covered by a Virtual Partner feature subscription are provisioned on the ASTRO system and programmed to activate Virtual Partner and accepted by MDPD.

D.2.10 Operational Demonstration

After the solution deployment, Motorola Solutions shall provide an operational demonstration to the MDPD project manager, system administrator, and end user representatives.

Motorola Solutions Responsibilities

1. Demonstrate queries via ASTRO subscriber radio.
2. Review audit logs of the test queries.

MDPD Responsibilities

1. Participate in Virtual Partner demonstration.

Completion Criteria

Complete after successful demonstration of Virtual Partner operation and acceptance by MDPD.

D.2.11 Virtual Partner Training

Virtual Partner Administrator and User training classes are available online. Access to online Virtual Partner training shall be provided by Motorola Solutions Software Enterprise Learning Experience Portal (LXP). This subscription service provides continual access to Motorola's library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Online training enables Users to participate in training at their convenience.

MDPD's LMS Administrators use Panorama, a MDPD specific instance of the Learning Management System, to add/modify users, run reports, and add/modify groups, and define Learning Paths. Groups are a more granular segmentation of the LXP that are generally utilized to separate learners by function (i.e. dispatchers, call takers, patrol, firefighter). A Learning Path is a collection of courses that follow a logical order, and may or may not enforce linear progress.

Motorola Solutions Responsibilities

1. Setup Panorama and add MDPD specified LXP administrators.
2. Provide administrators access to learning services.motorolasolutions.com.

MDPD Responsibilities

1. Provide Motorola Solutions with names (first and last) and emails of MDPD LXP administrators.
2. Assure all System Administrators complete LXP Administrator training. The training covers:
 - a. Adding and maintaining Users
 - b. Adding and maintaining Groups
 - c. Assigning courses and Learning Paths
 - d. Running reports.
3. Advise users of the availability of the LXP and Virtual Partner training classes.
4. Add/modify users, run reports and add/modify groups

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided LXP Administrator instruction and acceptance by MDPD.

D.2.12 Project Finalization and Handover to Support

Finalization is the process of confirming that all project activities have been completed and project documentation has been delivered. During this activity Motorola Solutions shall transition responsibility for Virtual Partner from the Project Manager to the Motorola Solutions support team. MDPD's Project Manager shall transition support to the System Administrator(s).

Motorola Solutions Responsibilities

1. Verify project deliverables have been received by the MDPD Project Manager
2. Confirm with MDPD that Virtual Partner is available for MDPD's beneficial use.
3. Provide the Virtual Partner Configuration Document.
4. Conduct a teleconference introducing MDPD to Motorola Solutions Support organization. The purpose of the teleconference is to review the Virtual Partner support process and obtain contact information with MDPD's assigned system administrator(s) and the Motorola Solutions Support Team
5. Provide on-going support in accordance with the terms and conditions of the support agreement

MDPD Responsibilities

1. Provide confirmation of receipt of project deliverables with the Motorola Solutions Project Manager
2. Participate in the support hand over teleconference. Assure that System Administrator(s) understand the support process and have the correct contact information.

Completion Criteria

Project finalization is complete upon delivery of the final Virtual Partner Configuration Document, acceptance by MDPD and the conclusion of the teleconference with Motorola Solutions Support organization.

Appendix E

PROJECT ADMINISTRATION & SCHEDULE

E.1 Project Administration

E.1.1 Project Status Meetings

Motorola Solutions Responsibilities:

- Motorola Solutions Project Manager, or designee, shall attend all project status meetings with MDPD, as determined during the CDR.
- Record the meeting minutes and supply the report to attendees within 48-hours.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service-related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any risks or miscellaneous concerns of identified by either MDPD or Motorola Solutions.

MDPD Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

E.1.2 Preliminary Project Schedule

The project schedule details the projected timeline for completing the required tasks to successfully implement the capital improvements as noted above. During the Contract Design Review meeting following contract award, Motorola Solutions' Project Manager shall present a baseline project schedule to MDPD based upon knowledge and timeline goals learned during the Kickoff Meeting with MDPD. The baseline schedule will be updated regularly during project implementation and will be provided to MDPD's Project Manager in an agreed-upon format. Motorola Solutions and MDPD will work together to identify all project responsibilities for the successful completion of the project.

E.1.3 Progress Milestone Submittal

Motorola Solutions Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

MDPD Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- MDPD approval of the Milestone Completion document(s).

E.1.4 Change Order Process

- Either Party may request changes within the general scope of this Agreement subject to the approval of the other party. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will negotiate an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reduce the negotiated adjustment to a written change order. Neither Party is obligated to perform requested changes unless both Parties duly approve and execute the written change order.
- If MDPD reduces the number of vehicle radio installation required via Change Order, then Motorola shall provide a credit of \$870 per vehicle installation not performed, and a credit of 40% of MSRP for any radio returned that is new and in the original box packaging.

E.1.5 Project Gant Chart

The below Project Gant Chart is for reference-only purposes and subject to change based on product shipment lead-times. The project schedule will be updated to reflect more accurate timing during the Customer Design Review (CDR) Milestone. Motorola shall deliver subscriber equipment per Section 9.3.

Appendix F.

APX NEXT DEVICE MANAGEMENT SERVICES – ADVANCED STATEMENT OF WORK

F.1 Overview

Motorola Solutions shall provide MDPD with Device Management Services (“DMS”) which is a tiered offering that efficiently maintains MDPD’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Advanced services allow MDPD to more efficiently manage their devices with enhanced tools and capabilities.

As it relates to this Statement of Work (SOW), at the discretion of MDPD, Customer Responsibilities can be fulfilled by assigned Motorola Solutions technicians.

F.2 Hardware Repair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions shall attempt to read the codeplugs from those devices. If successful, Motorola Solutions shall load the codeplug to any replacement devices. If not, Motorola Solutions shall load a factory codeplug, and MDPD will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match MDPD’s firmware version but shall be the most current firmware commercially available for such devices.

F.2.1 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device. Motorola Solutions shall determine whether a malfunctioning device shall be repaired or replaced.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from MDPD's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

F.2.2 MDPD Responsibilities

- For non-contiguous renewals, MDPD must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that MDPD wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and MDPD has loaded information for that device to Motorola Solutions' cloud environment, MDPD will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

F.2.3 Limitations and Exclusions

MDPD will incur additional charges at the prevailing rates (less discounts applicable to County purchases) for any activities that are not included or are specifically excluded from this service scope, as described below. In the event such repairs are covered by Accidental Damage as set forth below, such repairs shall be covered by those provisions with no additional cost to the County. Motorola Solutions will notify MDPD and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to MDPD's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.

- Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
- Using the device outside of the product’s operational and environmental specifications, including improper handling, carelessness, or reckless use.
- Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
 - Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
 - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
 - If MDPD fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

F.2.4 Accidental Damage

Motorola Solutions shall provide Accidental Damage as an add on to Hardware Repair which shall provide repair coverage for internal and external device components damaged due to accidents or that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility.

Accidental Damage coverage includes all Hardware Repair services, and expands coverage to include Accidental Damage. Examples of items included under Accidental Damage Coverage are:

- Electrical repair for components that are not working in accordance with published specifications
- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.

For malfunctioning devices that must be replaced, Motorola Solutions shall attempt to read the codeplugs from those devices. If successful, Motorola Solutions shall load the codeplug to any

replacement devices. If not, Motorola Solutions will load a factory codeplug, and MDPD will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match MDPD's firmware version but shall be the current commercially available version of the firmware. MDPD may need to downgrade the firmware on the replacement device.

F.2.4.1 Added Motorola Solutions Responsibilities for Accidental Damage

- Repair or replace accidentally damaged device, as determined by Motorola Solutions.

F.2.4.2 Limitations and Exclusions

Accidental Damage limits or excludes the following:

- There is a limit of one device repair per device/per contract year with Accidental Damage coverage. This exclusion does not apply to repairs to malfunctioning components. Motorola Solutions will repair malfunctioning components covered by the standard Hardware Repair service as needed.
- Where ongoing "accidental damage" is deemed by Motorola Solutions to be excessive, systemic or the result of device mishandling, MDPD may be subject to an additional charge. Should the accidental damage continue unabated, MDPD will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness, or reckless use.
- Accidental Damage is quoted on a per-unit basis, is prepaid, non-cancellable, and non-refundable for the purchased service term.

F.3 Device Technical Support

Motorola Solutions shall provide Device Technical Support service which includes telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions shall respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, MDPD may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on MDPD's behalf.

F.3.1 Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log MDPD support requests, and assign a technical representative to respond to a MDPD incident per the defined timeframes.

F.3.2 MDPD Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve MDPD issues.

- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

F.3.3 Limitations and Exclusions

- Device support does not include Land Mobile Radio (“LMR”) network, Wi-Fi, and LTE network troubleshooting.

F.4 Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. Motorola Solutions shall provide MDPD with software maintenance to provide these firmware releases to future-proof MDPD’s communications investment.

F.4.1 Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates via the RadioCentral cloud server. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through RadioCentral.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

F.4.2 MDPD Responsibilities

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

F.5 RadioCentral Access

Motorola Solutions shall provide RadioCentral service which includes radio provisioning and programming capability with the convenience and security delivered by cloud hosting. Device information will be loaded into the Motorola Solutions-hosted database directly from the factory, and MDPD can use their own computer equipment to configure codeplugs before the device arrives. Software updates and device configuration changes can be set up from anywhere with an Internet connection and pushed out through Wi-Fi or LTE (SmartProgramming) to keep devices up to date and officers in the field.

DMS Advanced provides RadioCentral’s batching capabilities for efficient programming and easy fleet management.

Outside of pre-announced maintenance periods, RadioCentral shall be available on a best effort 24/7 basis. Broadband network and cloud performance may reduce availability.

F.5.1 Motorola Solutions Responsibilities

- Host the RadioCentral server software in a secure cloud environment.
- Keep the RadioCentral server software up-to-date with all software and security patches.
- Keep the RadioCentral database backed up and restore backups, as needed.
- Populate the RadioCentral database with device serial numbers, model information, feature information, and default codeplugs.
- Provide access information (login information, IP addresses, and port numbers as needed), as well as current RadioCentral Client software downloads via MyView Portal.
- Ensure that RadioCentral is accessible to Wi-Fi and LTE connected devices.
- Provide a link between RadioCentral and MyView Portal.
- Monitor the status of the RadioCentral cloud platform.
- Notify MDPD via Remedy of any scheduled maintenance or other planned outages.
- Notify MDPD through Remedy and MyView Portal of any unplanned outages.
- Provide authorized administrator access to RadioCentral via a third-party identity management system.

F.5.2 MDPD Responsibilities

- Provide contact information, including email addresses, for the RadioCentral administrator.
- Provide contact information, including email addresses, for the radio provisioning agency or agencies.
- Administer provisioning agency RadioCentral accounts.
- Provide a Wi-Fi network with Internet access for device programming.
- Provide and maintain the required RadioCentral client computer(s).
- Provide internet access for the RadioCentral client computer.
- Maintain the configuration database.
- Program devices using RadioCentral as needed.

F.5.3 Limitations and Exclusions

- RadioCentral programming is limited to LTE and Wi-Fi programming only. Over-the-air programming (via the LMR system) and Bluetooth programming are not supported.

F.6 RadioCentral Technical Support

For RadioCentral Technical Support, Motorola Solutions shall respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, MDPD may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on MDPD's behalf.

F.6.1 Motorola Solutions Responsibilities

- Monitor the status of the RadioCentral cloud platform.
- Notify MDPD of any scheduled maintenance or planned outages.

- Provide technical support, security control, and service improvements related to RadioCentral. MDPD Data may be accessed by Motorola Solutions employees residing outside of MDPD's country for the sole purpose of providing such support.

F.6.2 MDPD Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve MDPD issues.
- Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.

F.6.3 Limitations and Exclusions

- Initial fleetmap template creation or consultation required to assemble a fleetmap strategy is excluded.
- Motorola Solutions Technical Support will not accept radio programming assistance calls. Support is limited to the correction of defects with the RadioCentral programming tool.

F.7 MyView Portal Access

Motorola Solutions shall provide MyView Portal service which is a single location to track the status of subscriptions and service contracts, including start and end dates. MyView Portal displays the serial number, configuration, and firmware versions of all the APX NEXT devices in MDPD's fleet. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

MDPD can access fleet level reports, charts, and graphs that make it easy to spot fleet level trends and trends over time, improving the fleet management experience.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

F.7.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view MDPD's data.
- Provide MDPD with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest MDPD information.
- Establish and maintain connectivity between RadioCentral and MyView Portal.

F.7.2 MDPD Responsibilities

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.

- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

F.8 Device Management Training

Motorola Solutions shall provide Device Management Training including detailed instruction for radio technicians on how to use the RadioCentral programming tool and how to manage a fleet of devices and administer access to RadioCentral through MyView portal. Upon completing the training, participants will be able to provision and program their APX NEXT radio fleet with confidence. Training includes access to an online overview course, as well as a two-day instructor led workshop.

The instructor-led workshop can be delivered in three different ways at the elections of MDPD:

- Virtually via web conferencing (1 seat).
- In person at a Motorola Solutions facility (1 seat).
- In person at MDPD's site (up to 12 seats).

F.8.1 Motorola Solutions Responsibilities

- Provide access to the online training class.
- Provide training material for class.
- Provide an instructor to lead the training workshop.
- If MDPD purchases training at MDPD's site, cover expenses for instructor to travel to MDPD's site. Motorola Solutions requires a minimum 30-day scheduling lead time for all MDPD on-site training. Miami-Dade site visits will be scheduled based on Motorola Solutions instructor availability.

F.8.2 MDPD Responsibilities

- Provide PC and Internet connection to take the online training class.
- If MDPD purchases training at a Motorola Solutions facility, cover expenses for students to travel to a Motorola Solutions facility.

F.9 DMS Priority Levels

For RadioCentral cloud-based elements, the following Priority Levels and response times apply. Initial Technical Response is defined as acknowledgement to MDPD that an incident has occurred.

Description	Initial Technical Response Time
Critical P1	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> ▪ Greater than 25% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting more than 50% of devices. 	1 hour 24/7
High P2	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> ▪ Greater than 5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting more than 15% of devices. 	4 hours 24/7
Medium P3	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> ▪ Between 1-5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting LESS than 15% of devices. 	24 hours 8 x 5 business hours
Low P4	
Items include: <ul style="list-style-type: none"> ▪ Documentation questions. ▪ General informational questions. ▪ Other Investigations not marked as a higher priority level. 	7 business days
For issues deemed to be Critical P1, High P2, and Medium P3, MDPD will need to ensure contact is made with Motorola Solutions personnel via telephone. Communication via email, SMS or any web chat applications shall not be accepted as proof of notification given the delayed and non-guaranteed nature of the mode of communications. All emailed requests will be treated as Medium P3 incidents. The above Response Goals shall not be applicable during the occurrence of a Force Majeure event (e.g. acts of God, including earthquakes and floods).	

Appendix G.

STATEMENT OF WORK FOR DEVICE MANAGEMENT SERVICES – ESSENTIAL

G.1 Overview

Motorola Solutions shall provide Device Management Services – Essential (“DMS Essential”) for APX™ subscriber radios to MDPD with Subscriber Radio Technical Support and Hardware Repair services. DMS Essential is a per-unit, fixed-fee multi-year service to mitigate the likelihood of unexpected subscriber radio repair expenses.

As it relates to this Statement of Work (SOW), at the discretion of MDPD, MDPD Responsibilities can be fulfilled by assigned Motorola Solutions technicians.

G.2 Hardware Repair

G.2.1 Scope

Hardware Repair provides repair coverage for internal and external subscriber radio components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The subscriber radio will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original subscriber radio.

G.2.2 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of four business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from MDPD’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.

- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

G.2.3 Limitations and Exclusions

- Replacement of consumable parts or accessories, as defined by product, including batteries, cables, antennas, and carrying cases.
- In the case of mobile radios, repair of a single mobile control head that is required for normal operation of the subscriber radio is included, provided the control head was supplied at the original point of purchase of the mobile radio.
- Repair of problems caused by:
 - Internal or external damage resulting from natural or manmade disasters, including fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations, attempted repair, repair by a third party.
- Non-remedial work, including administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, hardware or software products not specifically listed on the service order form are excluded from service.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or misuse of the device.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration, if not performed by Motorola Solutions and covered by Motorola Solutions' services.
- Software Release updates.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
 - Repaired, tampered with, altered, or modified (including the unauthorized installation of any software)— except by Motorola Solutions authorized service personnel.
 - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
 - If MDPD fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.
- DMS Essential is quoted on a per-unit basis, is prepaid, non-cancellable and non-refundable for the purchased service term.

G.2.4 MDPD Responsibilities

- For non-contiguous renewals and services purchased separately from APX subscriber radios, MDPD must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate subscriber radio repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
 - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that MDPD wishes to destroy or retain prior to sending the device for repair.

G.3 Subscriber Radio Technical Support

G.3.1 Scope

Motorola Solutions shall provide Subscriber Radio Technical Support service including telephone consultation for subscriber radio and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations (“CMSO”) organization by a staff of technical support specialists.

MDPD may contact the CMSO Call Management Center (800-MSI-HELP) at any time (24 hours a day / 7 days a week / 365 days per year) and a Motorola Solutions representative will log a technical request in the Case Management System on MDPD’s behalf. In addition, MDPD may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.

Motorola Solutions shall respond to MDPD cases within two hours of case creation, during support hours. Support hours are 7am to 7pm CST, Monday through Friday, excluding US holidays.

G.3.2 Motorola Solutions Responsibilities

- Provide technical support for subscriber radios, assessing and troubleshooting reported issues.
- Receive and log MDPD support requests, and assign a technical representative to respond to a MDPD Case per the defined timeframes.

G.3.3 Limitations and Exclusions

- Land Mobile Radio (“LMR”) network, Wi-Fi, and LTE network troubleshooting.

G.3.4 MDPD Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.

- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve MDPD issues.
- Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.

G.4 MyView Portal Access

Motorola Solutions shall provide MyView Portal to MDPD to track order, RMA, and tech support ticket status, and serves as a consolidated download site for software and documentation.

G.4.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view MDPD's data.
- Provide MyView Portal technical support to answer end user questions between the hours of 7am to 7pm CST Monday through Friday, excluding US holidays. In addition MDPD may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.
- Keep the site updated with the latest MDPD information.
- Motorola Solutions' Customer Support Manager ("CSM") will assist MDPD in establishing a MyView Portal account.

G.4.2 MDPD Responsibilities

- Create a MyView Portal account if MDPD does not have an existing account.
- During the DMS Essential onboarding process, provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Protect login information against unauthorized use.
- Work with Motorola Solutions' CSM to update information as needed.

Appendix H.

ASTRO 25 CONNECTIVITY SERVICE STATEMENT OF WORK

H.1 Overview

Motorola Solutions shall provide MDPD ASTRO® 25 Connectivity Service (“Service”) as a backhaul connection that will link the ASTRO 25 core with other systems via ISSI as well as to support the connection to the SmartConnect Gateway.

Motorola Solutions shall provide and install equipment to support the Service, as described in Section H.3.5: ASTRO 25 Connectivity Service Sites and Equipment. In addition to providing the backhaul equipment and installation services, Motorola Solutions shall maintain and manage network elements required to provide the Service (“Managed Elements”). Motorola Solutions shall provide these services as needed to meet Service Availability Goals described in this SOW. Services in the SOW shall be delivered by Motorola Solutions and its partners.

H.2 Prerequisites

MDPD’s on-premises ASTRO 25 Core includes the Service as part of the ASTRO 25 infrastructure service package. The ASTRO 25 Connectivity Service does not require separate service packages to support cloud-hosted Motorola Solutions software products like CirrusCentral Management. The ASTRO 25 Connectivity Service supports cloud-hosted SmartConnect service.

H.3 Product and Installation

H.3.1 Scope

Motorola Solutions shall provide and manage connectivity service between MDPD’s ASTRO 25 core sites and the ASTRO 25 remote sites, cloud data centers, or hosted data centers noted in Section H.3.5: ASTRO 25 Connectivity Service Sites and Equipment.

H.3.2 Motorola Solutions Responsibilities

Motorola Solutions shall perform the following responsibilities to provide the ASTRO 25 Connectivity Service:

- Provide Managed Elements noted in Section H.3.5: ASTRO 25 Connectivity Service Sites and Equipment to establish connectivity between the MDPD provided equipment and wiring for sites noted in the same table. Such Managed Elements are included in the pricing for equipment and installation and is determined by Motorola Solutions.
- Perform a site survey prior to installation to assess that all the conditions for a proper site installation can be met, including, but not limited to the presence of network facilities necessary to provide the necessary connectivity. Motorola Solutions will note any variations of the site that would affect the hardware specifications or estimated labor involved for a standard installation. If the site survey indicates a non-standard installation (for example, the need for construction of “last mile” network facilities), then a mutually-agreed change order may be required.
- Install equipment supplied by Motorola Solutions. Installation period is within 45 business days from the time Motorola Solutions and MDPD execute the Agreement and related addendum or addenda.
- When available and approved by the MDPD in writing, Motorola Solutions may use MDPD-owned or MDPD-managed resources at no additional cost to Motorola Solutions. MDPD is solely responsible for maintenance and replacement of such resources and Motorola Solutions bears no responsibility for such resources. Motorola Solutions is further not responsible for any failures in such resources.
- Cooperate with MDPD to schedule the implementation of the ASTRO 25 Connectivity Service.
- Coordinate the activities of any Motorola Solutions subcontractors necessary to provide this service.
- Administer safe work procedures for installation.
- Assist the MDPD with operating and using the system during cutover.
- Motorola Solutions may, in its sole discretion, choose to modify the backhaul design. These changes will result in equivalent or improved capacity, cost, reliability, or availability.
- Upon Motorola Solutions request, the MDPD assigned Motorola Technicians will reboot the Managed Elements, provide the LED light statuses of the third-party provider Network Terminating Unit where applicable, verify equipment power, verify that cables are securely connected, and insert a loopback plug.
- The MDPD assigned Motorola Technicians will notify Motorola Solutions of any maintenance that may affect the operating status of the Managed Elements using a MDPD Maintenance Change Management Request via the Helpdesk or MyView Portal. Examples of maintenance activities include: powering down the site, a Motorola Solutions’ Managed Element, or a third-party Network Terminating Unit, or resetting, recabling, or moving equipment components.

H.3.3 MDPD Responsibilities

None

H.3.4 Availability Goals

H.3.4.1 Service Level Availability Objectives

Motorola Solutions' ASTRO 25 Connectivity Service includes service level goals, calculated using a standard formula as described below. Availability calculations include only active network sites during the reporting period. Inactive mobile sites are not factored into availability calculations. Motorola Solutions will monitor service availability 24 hours a day, 7 days a week.

Availability Calculation

For the ASTRO 25 Connectivity Service, Motorola Solutions will provide the MDPD with availability metrics for active sites. ASTRO 25 Connectivity Service availability is the percentage of time that the circuit is available within a given calendar month.

Motorola Solutions will determine connection availability individually for each of MDPD's ASTRO 25 Connectivity Service connections. Availability is calculated monthly by computing the total number of Critical P1 priority incident outage minutes, as defined in Table H-6, in a calendar month and dividing that sum by the total number of minutes in a 30-day calendar month. Availability is calculated after a Critical P1 incident ticket is opened. If the site has backup connectivity, this is factored into the availability calculation. The formula for computing target availability goals is as follows:

$$\text{Availability (\%)} = (1 - (\text{Total minutes of site Hard Outage per month} \div \text{Number of days in month} \times 24 \text{ hours/day} \times 60 \text{ minutes/hour})) \times 100.$$

Table H-5 provides Motorola Solutions' availability goals for specific site types. This table contains Motorola Solutions' Service Level Goals.

Table H-5: ASTRO 25 Connectivity Service Level Goals

Site Type	Link Count	Handoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
ASTRO 25 Core (Primary)	2	1000 – LC Fiber	SRX1500	Yes (Critical Connect)	99.999%

Outages

Availability is influenced by multiple factors, including network design, equipment, backhaul, and environmental factors. This section defines outage types, and how they factor into service availability calculations.

Hard Outage

A hard outage, classified as a Critical P1 incident, is a complete loss of Motorola Solutions-provided backhaul connectivity, during which MDPD cannot use the service and is prepared to release it for immediate testing. Motorola Solutions factors hard outages into availability calculations and would impact the service level goals.

Planned Outages

Planned outages are pauses in service delivery that Motorola Solutions can notify MDPD of in advance, with a scheduled time for when the outage will end. If a planned outage exceeds the

time that was predicted by 10% of the time scheduled, then the outage will be included as an agenda item for discussion at the next meeting between Motorola Solutions and MDPD. Motorola Solutions and MDPD will recategorize the outage during the meeting. Motorola Solutions does not include planned outages in connectivity availability calculations.

Availability Exclusions

The following items are excluded from Motorola Solutions' availability calculations:

- Periods of Soft Outage, during which the MDPD is able to use the ASTRO 25 Connectivity Service, and is not prepared to release the service for immediate testing.
- MDPD Premises Equipment ("CPE") not under Motorola Solutions 24/7 monitoring coverage.
- Any delay, act, or omission by the MDPD or a third-party, other than the local access provider, that causes or extends an outage is excluded from the availability calculation. In addition, periods of service degradation, such as slow data transmission, where a Critical P1 trouble ticket has not been opened with Motorola Solutions and MDPD has not released its Service for immediate testing are excluded.
- **"AS IS"**. THE SOLUTION AND SUBSCRIPTION SERVICES DESCRIBED HEREIN ARE PROVIDED "AS IS". MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED
- **Availability and Accuracy**. MDPD acknowledges that functionality, availability, and accuracy of the services described herein is dependent on many elements beyond Motorola Solutions' control, including databases managed by MDPD or third parties and MDPD's existing equipment, software, and MDPD Data. Therefore, Motorola Solutions does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. MDPD agrees not to represent to any third party that Motorola Solutions has provided such guarantee. Interruption or interference with the services described herein may periodically occur.
- The Service and/or features may not be available in all areas.

H.3.4.2 Incident Priority Definitions and Response Times

This section describes incident priority levels that support availability measurements.

Table H-6: ASTRO 25 Connectivity Incident Priority Definitions and Response Time Goals

Incident Priority	Incident Definition	Primary Link Response Time Goals	Secondary Link Response Times
Critical P1	Hard Outage. The ASTRO 25 Connectivity Service is completely inoperable or degraded to the extent that it is unusable by the MDPD. MDPD is prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
High P2	ASTRO 25 Connectivity Service performance is degraded, but MDPD is able to use the Service. Incidents are assigned this priority if MDPD is not prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Medium P3	A problem is affecting an ASTRO 25 Connectivity Service component, and that problem does not impact service functionality or availability.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Low P4	<ul style="list-style-type: none"> - MDPD's requests that do not impact the ASTRO 25 Connectivity Service, such as a MDPD request for an incident report - Service incidents not covered by other priority levels. - Scheduled maintenance. 	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5

H.3.5 ASTRO 25 Connectivity Service Sites and Equipment

Table H-7 describes sites included in the backhaul design, notes their location, and lists the critical solution equipment provided for them.

Table H-7: ASTRO 25 Connectivity Service Interconnected Site Locations

Site Name	Site Address	Major Equipment
Miami-Dade LightSpeed Main Dispatch Center	11500 NW 25 St., Miami, FL 33172	Routers & LTE
TCC	6000 SW 87 Ave., Miami, FL 33173	Routers & LTE

H.4 Availability Reports

H.4.1 Description of Service

Motorola Solutions shall track the availability of MDPD's ASTRO 25 Connectivity Service components using standardized availability reports, and will endeavor to achieve availability goals based on those reports. Motorola Solutions automatically collects and collates availability data from network elements, and uses that data to determine system health and if any maintenance or improvements are needed. Trend analysis can indicate capacity, availability, or reliability issues before they significantly affect services.

H.4.2 Scope

Each month, Motorola Solutions shall create and distribute a network availability report to compare with availability levels described in Section H.3.4: Availability Goals.

This service includes the following tasks:

- Data Collection—Availability data is remotely collected and stored for reporting purposes.
- Data Reporting—A suite of availability reports is generated and uploaded to MyView Portal.

H.4.3 Inclusions

Availability reports shall be provided for Motorola Solutions-provided site connections included as part of the ASTRO 25 Connectivity Service.

H.4.4 Motorola Solutions Responsibilities

- Collect availability data through defined interfaces.
- Provide the availability reports within MyView Portal.
- Provide a Motorola Solutions assigned technician for MDPD as a point of contact for questions MDPD has about the findings or service reports provided by Motorola Solutions.

H.4.5 Limitations and Exclusions

- Motorola Solutions' availability target objectives, and related availability calculations, exclude availability degradation resulting from MDPD's failure to promptly take necessary actions.

H.4.6 MDPD Responsibilities

- None

H.5 Backhaul Event Monitoring

H.5.1 Description of Service

Motorola Solutions shall provide Backhaul Event Monitoring which is a real-time end-to-end event monitoring and fault isolation for ASTRO 25 Connectivity Service backhaul components and links. A set of sophisticated tools support remote detection and classification of events on MDPD's backhaul network. When an event is detected, MDPD will be alerted via tickets provided through the MyViewportal as well through email notifications. Motorola Solutions shall determine the status of impacted backhaul links and engage with other service teams as needed to isolate the cause and resolve the incident. Motorola Solutions shall respond to incidents in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times.

H.5.2 Scope

Backhaul Event Monitoring is available 24 hours a day, 7 days a week. Motorola Solutions' tools and processes for monitoring ASTRO 25 radio networks will be leveraged to monitor the backhaul endpoints effectively, and to provide a consistent monitoring experience if receiving both services. Incidents that are generated by the monitoring service will be handled in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times.

H.5.3 Inclusions

Backhaul Event Monitoring is provided for the links and equipment listed in Section H.3.5: ASTRO 25 Connectivity Service Sites and Equipment.

H.5.4 Motorola Solutions Responsibilities

- Use concurrent connectivity through the network connection established to support Backhaul Event Monitoring.
- Verify connectivity and event monitoring after system installation is complete.
- Monitor backhaul links continuously 24 hours per day, 7 days per week.
- Create incident tickets when necessary. Identify and classify the link associated with the incident. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Remotely access MDPD's backhaul to perform remote diagnosis and fault isolation as permitted by MDPD pursuant to Section H.5.6: MDPD Responsibilities.
- Dispatch MDPD's field service technician designated in the CSP when necessary, and maintain communications with MDPD until the incident is resolved. Provide updates in accordance with the agreed frequency, until resolution.

H.5.5 Limitations and Exclusions

- Monitoring excludes Miami-Dade Enterprise Network ("CEN") components.

- Additional support charges beyond the contracted service rates may apply if Motorola Solutions determines that system faults were caused by MDPD making changes to critical system parameters.
- Motorola Solutions is not responsible for system faults or deficiencies that are caused by changes or modifications to the system not performed by Motorola Solutions.
- MDPD assigned Motorola technicians to notify the CMSO when MDPD performs any activity that impacts the backhaul components. Activity that impacts the backhaul components may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.

H.5.6 MDPD Responsibilities

- Provide continuous power service to any Motorola Solutions backhaul equipment installed or used at MDPD's premises to support delivery of the service. MDPD agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on MDPD's premises.
- Allow Motorola Solutions' field service technician, designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Acknowledge that incidents will be handled in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times.

H.6 Remote Technical Support

H.6.1 Description of Service

Motorola Solutions shall provide Remote Technical Support service including telephone consultation for technical issues that require ASTRO 25 Connectivity Service backhaul knowledge and troubleshooting capabilities. As with ASTRO 25 incidents, the CMSO Service Desk will respond to ASTRO 25 Connectivity Service incidents.

H.6.2 Scope

The CMSO Service Desk shall be available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service shall be provided in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times. Any unresolved incidents will be escalated to Motorola Solutions engineering and Original Equipment Manufacturers (OEM) for further assistance.

H.6.3 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-221-7144) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify MDPD requests for support.
- Respond to requests for service in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with MDPD in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify MDPD of an alternative course of action.
- The MDPD assigned Motorola technician will submit changes in any information supplied in the CSP to the MDPD Support Manager (“CSM”).

H.6.4 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

H.6.5 MDPD Responsibilities

- Maintain suitably trained technical resources familiar with the operation of MDPD’s system to provide field maintenance and technical maintenance services for the system.

- Acknowledge that incidents will be handled in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times.

H.7 On-site Response

Motorola Solutions shall provide On-site Response service including incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

H.7.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive MDPD's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to achieve response time goals.

The dispatched field service technician will travel to MDPD's location to restore the system in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times.

Motorola Solutions shall manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

H.7.2 Scope

On-site Response is available as needed to support the availability described in Section H.3.4: Availability Goals.

H.7.3 Inclusions

On-site Response is provided for hardware included with ASTRO 25 Connectivity Service.

H.7.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Miami-Dade information, as needed.
- Motorola Solutions designated field service technician will perform the following on-site:
 - Run diagnostics on the component.
 - Perform physical fault restoration and hardware maintenance to restore component functions.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto MDPD's premises.
 - If required by MDPD's repair verification in the Customer Support Plan ("CSP"), verify with MDPD that restoration is complete or system is functional. If verification by MDPD cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.

- Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from MDPD or Motorola Solutions on-site service technician, indicating the incident is resolved.
- Notify MDPD of incident status, as defined in the CSP and Service Configuration Portal (“SCP”):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the service technician on-site, delayed, or closed.
- Provide incident activity reports to MDPD, if requested.
If required by repair verification preference provided by MDPD, MDPD assigned Motorola technicians to verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional. MDPD assigned Motorola technicians to perform reasonable or necessary acts to enable Motorola Solutions to provide these ACS services.

H.7.5 Miami-Dade Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Miami-Dade information and preferences necessary to complete CSP:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit changes in any information supplied in the CSP to the Customer Support Manager (“CSM”). 3
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.

H.8 Software Updates

H.8.1 Description of Service

Each quarter, Motorola Solutions shall provide relevant Original Equipment Manufacturer (“OEM”) software patches for backhaul equipment included as part of the ASTRO 25 Connectivity Service. These patches will update equipment when required to maintain compatibility with components or will address security vulnerabilities.

H.8.2 Scope

Motorola Solutions shall update network components when it determines it is necessary to maintain the ASTRO 25 Connectivity Service, and will provide security updates as needed to address identified security vulnerabilities. Any updates done will be in coordination with MDPD.

Software Updates follow Motorola Solutions’ defined change management process to avoid potential disruption. Once an OEM software update is available, Motorola Solutions initiates the change process to define the update’s impact and work with MDPD to schedule its implementation.

H.8.3 Inclusions

Motorola Solutions shall provide relevant software patches and updates as provided by OEMs based on a schedule mutually agreed by the parties.

H.8.4 Motorola Solutions Responsibilities

- Provide relevant software and security patches to MDPD when provided by the OEM.
- Notify MDPD if an update will require network downtime to implement.
- Work with MDPD to schedule installation of disruptive software patches.

H.8.5 Limitations and Exclusions

- Motorola Solutions does not provide warranties on software updates. Warranties on software updates, if available, will be provided directly by the OEM.

H.8.6 Miami-Dade Responsibilities

Work with Motorola Solutions to schedule installation of disruptive software patches.

SECTION 9

PRICING

Motorola Solutions is pleased to provide the following equipment and application services to Miami-Dade Police Department at the prices set forth herein:

9.1 EQUIPMENT, SMART SERVICES, INSTALLATION, PROJECT MANAGEMENT & DEPLOYMENT SERVICES

Description	Qty	MSRP	Contract Price
Portables – APXNEXT Single-Band & Accessories <i>Includes Yr.1 & 2 of Warranty & Smart Services</i>	4690	\$54,234,182	\$40,133,295
Portables – APXNEXT Multi-Band & Accessories <i>Includes Yr.1 & 2 of Warranty & Smart Services</i>	250	\$3,663,378	\$2,710,899
Mobiles – APX 8500 Single-Band Radios & Accessories <i>Includes Yr.1 & 2 of Warranty & Smart Services</i>	2720	\$33,307,520	\$24,647,565
Mobiles – APX 8500 Multi-Band Radios & Accessories <i>Includes Yr.1 & 2 of Warranty & Smart Services</i>	30	\$414,330	\$306,604
5G Routers – Sierra Wireless - XR80 Routers with Warranty & Maintenance - AirLink Complete Management & Maintenance	2750	\$7,975,000	\$7,337,000
SmartConnect Infrastructure - ASTRO 25 Core - (2) ISSI Gateway - SmartConnect Gateway - ACS Dedicated Circuits - Installation, Configuration & Test	-	\$2,085,457	\$1,668,366
Dispatch Consoles - (4) MCC7500e Dispatch Consoles, foot pedals, jack boxes - (2) AIS for Logging with Integration to NICE Logger - Installation, Configuration & Test	-	\$605,468	\$507,036
CommandCentral Location & Mapping - CloudConnect Location Server - CC Aware Enterprise Level License (1000) - Sierra Wireless ACM Servers & Support - Installation, Configuration & Test	-	\$354,100	\$354,100
Vehicle Radio / Router Installation - Installation of (2462) APX Mobile Radios - Installation of XR80 5G Routers - 12 Vehicle Installations / Day - Installations will be performed at 10 Locations (one at a time) - Program Management of Installations	2462	\$2,141,940	\$2,141,940

Description	Qty	MSRP	Contract Price
Radio Programming - Program Management - Programming of Sierra Wireless Routers (2833) - Programming & Keyloading of APX Portables, Mobiles & Consolettes (7814)	10,647	\$1,548,513	\$1,548,513
Dispatch Center Back-up Radios - (46) APX Dispatch Consolettes (includes 3 spares) - MCD5000 Deskset, JackBoxes & Footpedals - (5) 5G Routers & (2) Switches - Installation, Networking & Configuration	46	\$1,211,639	\$969,311
Control Stations - (78) APX Dispatch Consolettes, Desk Mics - (78) 5G Routers - Installation	78	\$1,370,051	\$1,096,040
Initial Radio Fleet Deployment Services - Radio Template & Codeplug Building (up to 50) - Smart Services & CommandCentral Provisioning - ASTRO 25 SmartConnect Provisioning - Sierra Wireless Provisioning - Training	-	\$468,588	\$468,588
Backup Hosted SmartConnect Integration & 5 Year Service	-	\$226,747	\$226,747
APXNEXT CAD Integration & ViQi Virtual Partner Integration	-	\$200,000	\$200,000
Genesis ATIA & MCM Integration	-	\$230,450	\$212,014
Support Services - Dedicated Technicians (Yrs. 1 & 2) - ASTRO Connectivity Services (ACS) Circuits (2) Initial Setup - ASTRO Connectivity Services (ACS) Circuits (Yrs. 1 & 2) - Infrastructure Support Services Yr. 2	-	\$1,612,823	\$1,612,823
MDPD Sub-Total		\$111,650,185	\$86,140,841

Description	Contract Price
MDPD Sub-Total	\$86,140,841
Negotiated Volume Purchase Incentive	-\$7,065,859
Negotiated Infrastructure Incentive	-\$1,657,816
Negotiated Large Purchase Incentive	-\$2,408,816
Additional Negotiated APXNEXT CAD & ViQi Virtual Partner Integration Incentive	-\$200,000
Additional Negotiated Backup Hosted SmartConnect Incentive	-\$226,747
Additional Negotiated Subscriber Incentive	-\$2,182,750
Additional Negotiated Mobile Upgrade Incentive - Qty 2720 APX6500 to APX8500 Single-Band	-\$1,365,679
Additional Negotiated Genesis Incentive	-\$27,654
MDPD Total After Year 1 Incentives	\$71,005,520
MDPD Subscriber Services Outyears 3-5 MSRP	\$10,515,457
Additional Negotiated Subscriber Smart Services & Warranty Outyears Incentive Through Year 5	-\$1,051,546
Additional Negotiated Cache Subscriber Services Incentive Through Year 5 (Qty 300 Portable, Qty 170 Mobiles)	-\$424,710
MDPD Subscriber Services Outyears 3 - 5 Total after Incentives	\$9,039,201
MDPD Grand Total with Subscribers Services Outyears 3 - 5 (Validity to August 23rd, 2022)	\$80,044,721
Contingency Fund*	\$150,000
MDPD Grand Total w/ Subscriber Services Outyears 3-5 & Contingency Fund (Validity to August 23rd, 2022)	\$80,194,721
MDPD Grand Total w/ Subscriber Services Outyears 3-5 & Contingency Fund (Validity from August 24th, 2022, to October 23rd, 2022)	\$80,993,549

* Contingency Fund - for up to \$150,000 for additional radio equipment to address any changes in fleet with possible increases in mobiles, portables, accessories or other items.

9.2 REMOTE SPEAKER MICROPHONE (RSM) SELECTION & INCENTIVE

Miami-Dade Police Department reserves the right to select either the Wired or Bluetooth (BT) wireless RSM Kit (includes RSM, Two batteries & Dual-unit Charger) on a per radio basis. The BT RSM selection is valued at \$125 more than Wired RSM, per unit. Upon availability of the BT RSM, the following options apply:

- **Equipment Exchange** – MDPD can trade-in the Wired RSM for a BT RSM Kit at no additional cost, as long as the Wired RSM is in working condition during the initial purchase period. If MDPD elects to exchange Wired RSMs for Bluetooth RSM Kits, MDPD will have up to 60 days from when a quantity of 20 commercially available Bluetooth RSM Kits has been provided to MDPD to complete their evaluation. MDPD will then have 90 days to decide how many units to exchange and initiate a no-cost exchange with Motorola.
- **Wired RSM Purchase** – After electing to exchange Wired RSMs for the BT RSMs, MDPD has the option to keep the Wired RSMs for an additional price of \$200/unit.

9.3 5-YEAR SMART SERVICES & WARRANTY

9.3.1 Detailed Smart Services & Warranty Outyears 3 - 5

Description	Invoice Timing	Invoice Amount
Years 1 & 2 of Application Services & Warranty ***	N/A	Included
Year 3 of Application Services & Warranty ***	Two Years after Initial Service Activation	\$3,505,152
Year 4 of Application Services & Warranty ***	Three Years after Initial Service Activation	\$3,505,152
Year 5 of Application Services & Warranty ***	Four Years after Initial Service Activation	\$3,505,152

*** Includes the following:

APX NEXT Portables – Qty. 4940

- Advanced Coverage with Accidental Damage Warranty
- SmartProgramming Service
- SmartConnect Service
- SmartLocate Service
- SmartMapping Service
- SmartMessaging Service

APX Mobiles & Consolettes – Qty. 2874

- SmartProgramming Service
- SmartConnect Service

CommandCentral Logins – Qty. 1000

Motorola shall provide freeSmart Services through 10 years for the cache Radios listed below:

300 APXNEXT XE Portables

- SmartProgramming Service
- SmartConnect Service
- SmartLocate Service
- SmartMapping Service
- Smart Messaging Service

170 APX8500 Mobiles

- SmartConnect Service
- SmartProgramming Service

Continuation of 8.3.1.

Device Type	Service	Qty.	Price / Yr.	Annual Total	Yrs.	Yrs. 3 - 5
Portables	APXNEXT ADVANCED WITH ACCIDENTAL DAMAGE	4940	\$210	\$1,037,400	3	\$3,112,200
Mobile	APXMOBILE WARRANTY	2847	Included	Included	-	-
Annual Warranty Total				\$1,037,400		
3 Year Warranty Total						\$3,112,200
Portables	APXNEXT SMART PROGRAMMING	4940	\$75	\$370,500	3	\$1,111,500
Portables	APXNEXT SMART CONNECT	4940	\$75	\$370,500	3	\$1,111,500
Portables	APXNEXT SMART LOCATE	4940	\$75	\$370,500	3	\$1,111,500
Portables	APXNEXT SMART MAPPING	4940	\$75	\$370,500	3	\$1,111,500
Portables	APXNEXT SMART MESSAGING	4940	\$75	\$370,500	3	\$1,111,500
Mobile	APXMOBILE SMART PROGRAMMING	2847	\$144	\$409,968	3	\$1,229,904
Mobile	APXMOBILE SMART CONNECT	2847	\$144	\$409,968	3	\$1,229,904
	CommandCentral Aware User Logins	1000	\$119	\$119,000	3	\$357,000
	Volume Incentive	-	-	-\$323,684	3	-\$971,052
Annual Smart Services / CommandCentral Aware Login Total				\$2,467,752		
3 Year Smart Services / CommandCentral Aware Login Total						\$7,403,256
Annual Warranty & Smart Services / CommandCentral Aware Login Total				\$3,505,152		
3 Year Warranty & Smart Services / CommandCentral Aware Login Total						\$10,515,456

9.3.2 Outyears 6 - 10 is provided only for MDPD planning purposes using guidelines below.

- **Initial Years 1 - 5 unit price per year**
 - o Portable Smart Service: \$75 per Smart Service per unit per year
 - o Mobile Smart Service: \$144 per Smart Service per unit per year
 - o Portable Maintenance: \$210 per unit per year
 - o Mobile Maintenance: \$101 per unit per year.
 - o CommandCentral Logins: \$119 per unit per year
- **Outyears 6 - 10 Price Escalation**
 - o CPI-based 8.3% escalator in year 6
 - o Inflation-based 3% escalator for years 7 – 10
- **Years 6 - 10 Incentive Commitment**
 - o 10% Discount on all maintenance and Smart Services
 - o Free Smart Services for designated Cache Radios
 - Qty. 800 Portables
 - Qty. 170 Mobiles

The below table describes Subscriber Maintenance and Smart Services Outyears 6 - 10 projected costs and incentives for planning purposes only per the above guidelines assuming the quantities stated below.

Year	Portable Maintenance	Portable Smart Service	Portable Projected Qty	Mobile Maintenance	Mobile Smart Service	Mobile Projected Qty	CommandCentral Logins	Total Projected
6	\$227	\$406	4,940	\$109	\$312	2,750	\$128,877	\$4,417,178
7	\$234	\$418	4,940	\$113	\$321	2,750	\$132,743	\$4,549,693
8	\$241	\$431	4,940	\$116	\$331	2,750	\$136,726	\$4,686,184
9	\$249	\$444	4,940	\$120	\$341	2,750	\$140,827	\$4,826,770
10	\$256	\$457	4,940	\$123	\$351	2,750	\$145,052	\$4,971,573
Projected MSRP Subtotal								\$23,451,398
Negotiated Backup SmartConnect Service (MDPD & MDPD) Outyears 6-10 Incentive								-\$424,674
Negotiated ACS (MDPD & MDPD) Outyears 6-10 Incentive								-\$359,430
Negotiated Outyears 6-10 Incentive								-\$2,219,589
Negotiated Outyears 6-10 Cache Radio Incentive (Qty 800 Portables, Qty 170 Mobiles)								-\$1,811,206
Outyears 6-10 Projected Price								\$18,636,500
Effective Discount								21%

Year	Portable Maintenance after Incentive	Portable Smart Service after Incentive	Portable Projected Qty	Mobile Maintenance after Incentive	Mobile Smart Service after Incentive	Mobile Projected Qty	CommandCentral Logins after Incentive	Total Projected after Incentive
6	\$198	\$353	4,140	\$95	\$271	2,580	\$111,999	\$3,611,286
6	\$198	\$0	800	\$95	\$0	170	\$0	\$75,454
7	\$204	\$364	4,140	\$98	\$279	2,580	\$115,359	\$3,719,624
7	\$204	\$0	800	\$98	\$0	170	\$0	\$77,717
8	\$210	\$374	4,140	\$101	\$288	2,580	\$118,820	\$3,831,213
8	\$210	\$0	800	\$101	\$0	170	\$0	\$80,049
9	\$216	\$386	4,140	\$104	\$296	2,580	\$122,385	\$3,946,149
9	\$216	\$0	800	\$104	\$0	170	\$0	\$82,450
10	\$222	\$397	4,140	\$107	\$305	2,580	\$126,056	\$4,064,534
10	\$222	\$0	800	\$107	\$0	170	\$0	\$84,924
Total Projected Negotiated Price after Incentives								\$18,636,500

9.4 OPTIONAL FUTURE SERVICES

Description	Deployment & Integration Services	Cost / Device / Yr.	Invoice Amount for 4940 Devices
APXNEXT CAD Interface	\$100,000	\$75 / Device / Yr.	\$370,500
ViQi Queries	\$100,000	\$75 / Device / Yr.	\$370,500

The APXNEXT CAD Interface will be available to work with 3rd party CAD providers in 2024. ViQi Virtual Partner queries is pending FDLE approval and can be added as a service upon availability.

9.5 BACKUP HOSTED SMARTCONNECT SERVICE

SmartConnect Service to host a set of SmartConnect LTE Groups on the Motorola Hosted System as a service:

- One-time Initial Setup of up to 8000 devices
- Annual hosted service for up to 8000 devices

Description	Price
Initial Setup	Included
Year 1 of Hosted SmartConnect	Included
Year 2 of Hosted SmartConnect	Included
Year 3 of Hosted SmartConnect	\$40,314
Year 4 of Hosted SmartConnect	\$41,524
Year 5 of Hosted SmartConnect	\$42,769
Services & Warranty Total for Yrs. 1 - 5	\$226,747

Additional Negotiated Backup Hosted SmartConnect Service Years 1 - 5 Incentive of \$226,747 applied to equipment purchase as listed in Section 8.1.

Description	Price
Year 6 of Hosted SmartConnect	\$44,052
Year 7 of Hosted SmartConnect	\$45,374
Year 8 of Hosted SmartConnect	\$46,735
Year 9 of Hosted SmartConnect	\$48,137
Year 10 of Hosted SmartConnect	\$49,581
Services & Warranty Total for 1 Yrs. 6 - 10	\$233,879

Additional Negotiated Backup Hosted SmartConnect Service Years Incentive of \$233,879 committed to Years 6 - 10 as listed in Section 8.3.2 as a combined MDPD & MDPD discount. Additionally, Section 8.3.2 includes an incentive commitment for MDPD's portion of Backup

Hosted SmartConnect for Years 6 - 10 valued at \$190,794, for a Grand Total Incentive commitment to MDPD of \$424,673.

9.6 DEDICATED RADIO TECHNICIANS

Description	Qty	Annual Cost / Technician
Full-time Dedicated Radio Technician - <i>Trained Technician</i> - <i>Test Equipment & Vehicle</i> - <i>Programming & Provisioning of Radios & 5G Routers after initial deployment</i> - <i>Programming & Provisioning of CommandCentral after initial deployment</i> - <i>Preventive Maintenance of Radios</i> - <i>Assist with ongoing provisioning of SmartConnect Groups on backup Core</i> - <i>Section 4 lists detailed responsibilities</i>	2	\$225,000
Year 1 Cost		Included
Year 2 Cost		Included
Year 3 Cost		\$496,125.00
Year 4 Cost		\$520,931.25
Year 5 Cost		\$546,977.81

9.7 ASTRO CONNECTIVITY SERVICES FOR SMARTCONNECT (2) DEDICATED ACS CIRCUITS

ASTRO Connectivity Services - Dedicated Circuits

- *Dispatch Services & Onsite repair (24hrs / 7days per week)*
- *Circuit monitoring & response*

Description	Included
Initial Setup	Included
Year 1 of ASTRO Connectivity Services	Included
Year 2 of ASTRO Connectivity Services	Included
Year 3 of ASTRO Connectivity Services	\$41,304
Year 4 of ASTRO Connectivity Services	\$42,542
Year 5 of ASTRO Connectivity Services	\$43,818
Total for Years 1 - 5	\$256,696

Description	Invoice Amount
Year 6 of ASTRO Connectivity Services	\$45,134
Year 7 of ASTRO Connectivity Services	\$46,488
Year 8 of ASTRO Connectivity Services	\$47,882
Year 9 of ASTRO Connectivity Services	\$49,318
Year 10 of ASTRO Connectivity Services	\$50,798
Total for Years 6 - 10	\$239,620

Negotiated ASTRO Connectivity Services (ACS) Incentive of \$239,620 committed to Years 6 - 10 is listed in Section 8.3.2. Additionally, Section 8.3.2 includes an incentive commitment for MDPD's portion of ACS for Years 6 - 10 valued at \$119,810, for a Grand Total Incentive commitment to MDPD of \$359,430.

9.8 INFRASTRUCTURE SUPPORT SERVICES

Description	Annual Cost
<p>ASTRO 25 Core, CloudConnect Server & Sierra Wireless ACM Servers</p> <ul style="list-style-type: none"> - Remote Technical Support - Dispatch Services (24hrs/7days per week) - OnSite Infrastructure Response - Annual Preventive Maintenance Check - Network Event Monitoring - Network Hardware Repair with Advanced Replacement - Network Updates - Security Update Service - Security Monitoring <p>Dispatch Center Back-up Radios & Routers</p> <ul style="list-style-type: none"> - Remote Technical Support - Dispatch Services (24hrs/7days per week) - OnSite Infrastructure Response - Annual Preventive Maintenance Check - Board Repair & Replacement 	-
Year 1 Cost	Included in Warranty
Year 2 Cost	Included
Year 3 Cost	\$598,640.17
Year 4 Cost	\$621,078.11
Year 5 Cost	\$645,234.71

9.9 GENESIS ESA

Genesis GenWatch Essential Services Agreement.

Description	Invoice Amount
Year 1 Annual	Included
Year 2 Annual	Included
Year 3 Annual	\$31,768
Year 4 Annual	\$32,721
Year 5 Annual	\$33,703
Total for Years 1 - 5	\$98,193

Description	Invoice Amount
Year 6 Annual	\$34,714
Year 7 Annual	\$35,755
Year 8 Annual	\$36,828
Year 9 Annual	\$37,933
Year 10 Annual	\$39,071
Total for Years 6 - 10	\$184,302

SECTION 10

PAYMENT MILESTONES

10.1 PAYMENT SCHEDULE

MDPD will make payments to Motorola Solutions upon invoice as set forth in the Agreement. Payment for the System purchase will be in accordance with the following milestones.

10.2 SYSTEM PURCHASE (EXCLUDING SUBSCRIBERS)

1. 15% of the System Price due upon Contract Execution (due upon effective date).
2. 15% of the System Price due upon Contract Design Review.
3. 20% of the System Price due upon Shipment of Equipment for P25 Master Site, Consoles and Location Servers.
4. 15% of the System Price due upon Installation of P25 Master Site, Consoles & Location servers.
5. 10% of the System Price due upon Shipment of Equipment for Backup Control Stations.
6. 5% of the System Price due upon Installation of Backup Control Stations.
7. 15% of the System Price due upon Programming & Installation of Mobile & Portable Radios.
8. 5% of the System Price due upon Final Acceptance.

10.3 SUBSCRIBERS PURCHASE

100% of the Subscriber Contract Price will be invoiced upon receipt and acceptance, not to exceed ten (10) calendar days post-delivery (as shipped). Subscribers will be shipped in lots of no more than 500 units, every 10 calendar days, unless mutually agreed upon.

10.4 LIFECYCLE SUPPORT & SUBSCRIPTION BASED SERVICES

Motorola Solutions will invoice MDPD annually in advance of each year of the plan per Sections 9.5, 9.6, 9.7, 9.8 and 9.9.

10.5 PARTIAL SHIPMENTS

Motorola Solutions reserves the right to make partial shipments of equipment and to invoice per section 9.3.

SECTION 11

DISCOUNT SCHEDULE FOR FUTURE EQUIPMENT PURCHASES

Quantities	Discounted Product(s)	Discount
1-499	APX & APXNEXT P25 Radio Equipment	27%
	APX Radio Accessories	27%
500-999	APX & APXNEXT P25 Radio Equipment	30%
	APX Radio Accessories	28%
1000-1999	APX & APXNEXT P25 Radio Equipment	33%
	APX Radio Accessories	29%
2000 plus	APX & APXNEXT P25 Radio Equipment	35%
	APX Radio Accessories	30%

Infrastructure, 3 rd Party Equipment & Services	Discount
Motorola Fixed Network Equipment	15%
Motorola Drop-ship Equipment	8%
Wireless Broadband Networking & LTE Equipment	5%
Video Security Solutions	5%
Installation, Support & Subscription Services	0%

SURFSIDE POLICE DEPARTMENT

APX NEXT PORTABLE RADIOS

OCTOBER 4, 2022



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SECTION 1

EXECUTIVE SUMMARY

Motorola Solutions, Inc. (Motorola) is pleased to present The Surfside Police Department with the following proposal. We thank you for the opportunity to work with the Surfside Police Department on your communication needs.

This proposal includes Next Generation APX NEXT Portable Radios which leverage LTE and SmartRadio technology to improve Fighter safety. This APX NEXT platform provides situational awareness through Location Tracking and Mapping of Users, sending of Messaging & Multi-Media between users and enhancing Voice Communications over LTE Cellular. Additionally, leveraging LTE for programming of radios enhances operational efficiency for the Department.

Motorola Solutions values the opportunity to serve The Surfside Police Department by providing world class, mission critical technology solutions. If you have any questions, please contact Josh Trifiletti at 954-736-9056.



SECTION 2

SYSTEM DESCRIPTION

2.1 APX NEXT PORTABLE RADIO

2.1.1 APX NEXT Portable Radio All-Band

A MASSIVE ADVANCE IN MISSION-CRITICAL VOICE AND DATA Your radio is your lifeline. APX NEXT is our next step in advancing it. It's designed to military standards for extreme ruggedness. The touchscreen works with or without gloves—in rain, dirt, and dust. Digital mics and high-power speakers deliver our best audio ever, while SmartConnect keeps you connected even beyond your P25 system. The result is a radio that works when you need it, without pause, distraction or doubt.

EFFORTLESS IS ALWAYS IN REACH APX NEXT

is designed for effortless usability when everything is on the line. Intuitive knobs and buttons are easily distinguished by touch. A mission-critical touchscreen makes it fast and easy to operate your radio. ViQi understands a huge range of natural language voice commands, so you can operate the radio with eyes-up awareness. Every interaction is simple, fast and logical. You stay focused on what matters—your mission and your safety.

BRING NEW INTELLIGENCE TO THE POINT OF ENGAGEMENT

APX NEXT mission-critical apps bring new intelligence to the field. ViQi enables natural language database queries, rapidly giving vital information, and letting dispatchers stay focused on critical situations. And as part of our unique, end-to-end public safety ecosystem, APX NEXT data and operations are secure, and new capabilities can be seamlessly added as your needs evolve.

UPDATE YOUR FLEET IN MINUTES, NOT MONTHS APX NEXT

gives you back time: a cloud-based provisioning system prepares radios before they arrive. Remote updating keeps radios in the field, with zero touch and zero downtime. MyView Portal provides direct access to subscriptions, warranties and licenses, and a range of services helps you manage your operation. With APX NEXT, your ownership experience is streamlined, so your valuable resources stay focused and ready.



APX NEXT Portable Radios

Use or disclosure of this proposal is subject to the restrictions on the cover page.

2.1.2 Xtreme Voice Plus Remote Speaker Microphone – XVP830

The mission critical Xtreme Voice Plus (XVP830 / XVP850) Remote Speaker Microphone delivers the clearest and loudest audio communications in a sleek, compact package. Built to work as a system, the XVP RSM leverages your APX™ or APX NEXT radio audio capabilities to strengthen the most important thread of your lifeline: ultra-clear voice communications.

So no matter where you are or how you speak, you can be confident that, for every message, you'll hear and be heard clearly. In dynamic, high-stakes conditions, nothing outperforms the immediacy of voice communications. To be most effective, experience optimal audio performance with the XVP RSM when compared to standard single or dual mic RSM designs.

KEY FEATURES

- Loudest, clearest speaker
- Multi-mic capability: four high dynamic range microphones
- Advanced windporting
- Adaptive noise suppression
- Intrinsically safe, Div 1 certified
- Enhanced ergonomic design



2.2 SMART APPLICATION SERVICES

If proposed, a host of application services will enhance the APX NEXT device's capabilities in the following ways:

- Quick access to immediate, actionable intelligence via intuitive voice control and ViQi—a virtual partner that can run tags and provide detailed information through voice.
- Better coverage through automatic switching between LMR and broadband connectivity via SmartConnect.
- Accurate location data over a broadband network for more informed decision making via SmartLocate.
- Immediate software and security updates in the field using high-speed bandwidth and extended coverage of LTE networks via SmartProgramming.
- Precise and accessible location information for field users on a modernized map interface via SmartMapping.
- Seamless and discrete multimedia communications over a broadband connection via SmartMessaging.

2.2.1 Managing and Provisioning Devices

APX NEXT delivers greater awareness and faster management of radio fleets with optimized provisioning, networking, and monitoring tools that transform accurate data into smarter action. These features enable dispatchers and network managers to make more informed operational decisions, keep radios in the field, and, above all, protect first responders' focus and safety.

Device Management Services (DMS) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX NEXT solution, while reducing maintenance risk, workload, and total cost of ownership. The DMS packages are separated into tiers designed for a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud based RadioCentral (RC) programming, APX NEXT supports faster provisioning and deployment to get devices in the hands of responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. Access to RadioCentral is provided through the Device Management Service package.

The figure below illustrates the expedited RC provisioning process of APX NEXT.

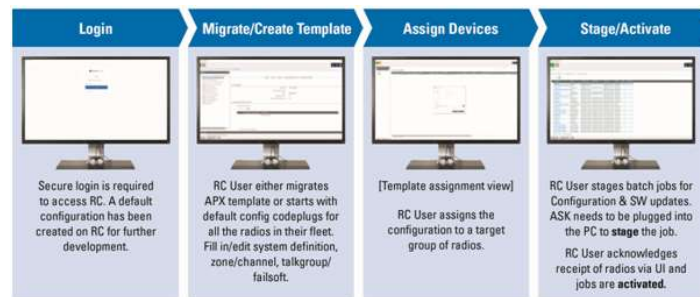


Figure 2-11: APX NEXT Provisioning Process via RadioCentral

The APX NEXT out-of-the-box experience is streamlined with a few simple steps. Users will power on the device and view a boot-up animation with startup. Status bar icons on the front display indicate when a connection is made, and an update download is initiated. If the APX NEXT device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. For Encryption and Authentication users, a KVL needs to be connected to the radio for those services. From power on to provisioning completion takes less than a minute.

2.2.2 Evolving with Updates and Upgrades

APX NEXT is a future-ready platform that will evolve alongside users through updates and upgrades, delivering expanded mission-critical capabilities while keeping personnel in the field where they are needed. To this end, APX NEXT eliminates the extended downtime and shop visits often associated with device upgrades; now, software patches can be automatically installed regardless of geographic location over a broadband connection, or, if proposed, immediately pushed to the field over LTE with Motorola Solutions' SmartProgramming service.

This streamlined process eliminates bottlenecks in the upgrade process and delivers important new features into users' hands. Firmware upgrades will also fit more seamlessly into workflows to avoid unnecessary disruptions. The figure below illustrates how feature updates are easily deployed to the entire radio fleet.

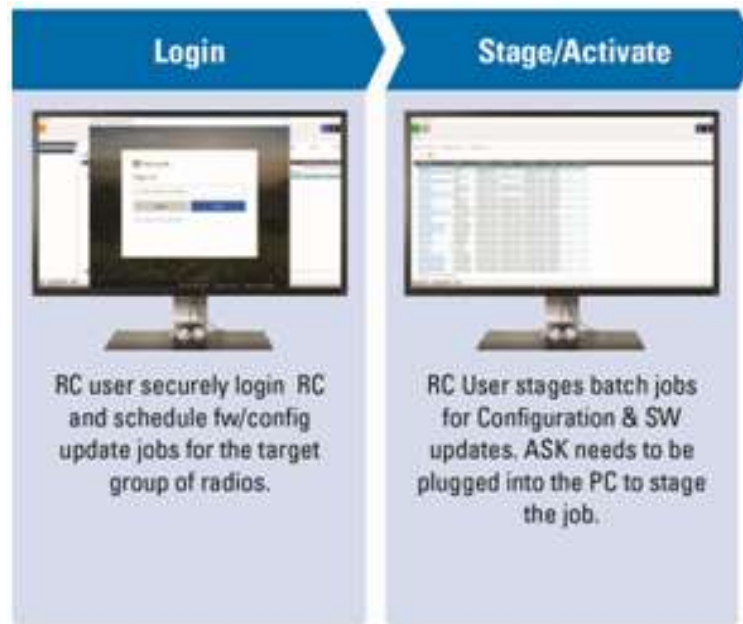


Figure 2-12: Typical Firmware and Configuration Update Process via RadioCentral

If a situation occurs where users do not have the time for an update, those updates can be delayed through a prompt until the next power cycle. This puts personnel directly in control of when updates work best for responders, especially in the chaotic environment of public safety. A snapshot of the APX NEXT device with “Install Update” prompt is shown below.



Figure 2-13: APX NEXT In-Field Update on the Device

2.2.3 SmartProgramming Application Service

Leveraging Device Managed Services (DMS) and RadioCentral provisioning capabilities, the SmartProgramming application allows radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes. The SmartProgramming Application Service is proposed as a subscription-based model to optimize budget and scale to meet evolving needs. Traditional cable programming will still be possible for APX NEXT radios as a fallback programming method and will be available in 2022.

2.2.4 Securing Communications

APX NEXT uses Motorola Solutions hardened End-to-End security to protect communications and allow only authorized units in the system to listen to transmissions. End-to-End security provides seamless protection from the device and data in transit to the cloud and the LMR system.

This solution ensures each component in the system is designed and validated against ongoing threat assessments to ensure vulnerabilities are detected and remedied, while potential new vulnerabilities will be addressed with seamless security updates. This offers transparent, real-time protection and keeps critical information and infrastructure safe.

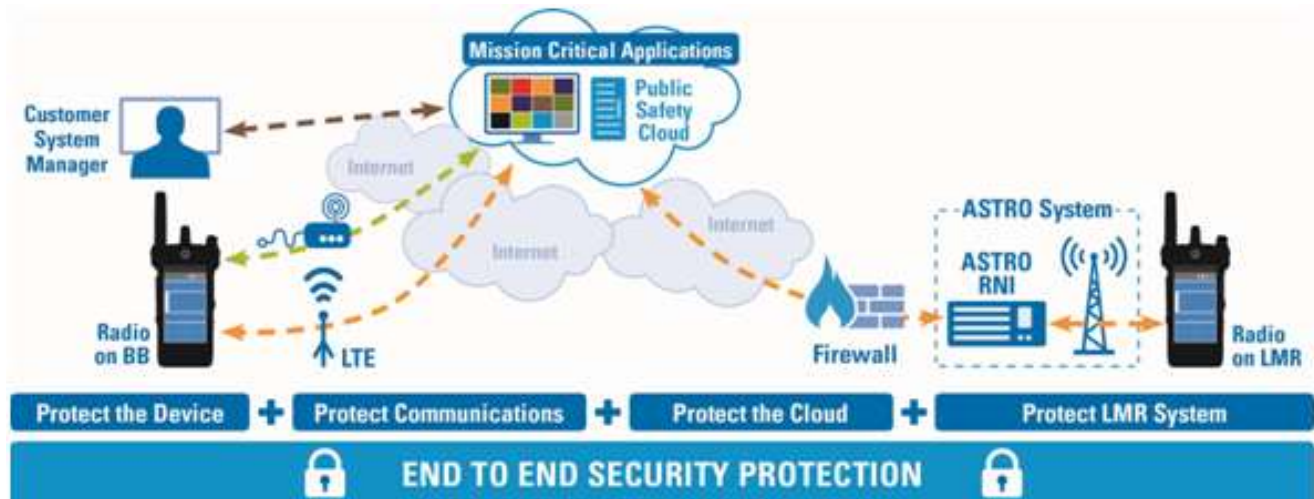


Figure 2-14: Motorola Solutions' End-to-End Security Solution

2.2.5 SmartConnect Application Service

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. Leveraging APX NEXT and supported devices, SmartConnect keeps users connected and maintains LMR features through a broadband connection. SmartConnect allows users to connect back into the The Surfside Police Department UHF Radio System when outside of the Radio System coverage footprint via a cellular FirstNet. Additionally, the proposed

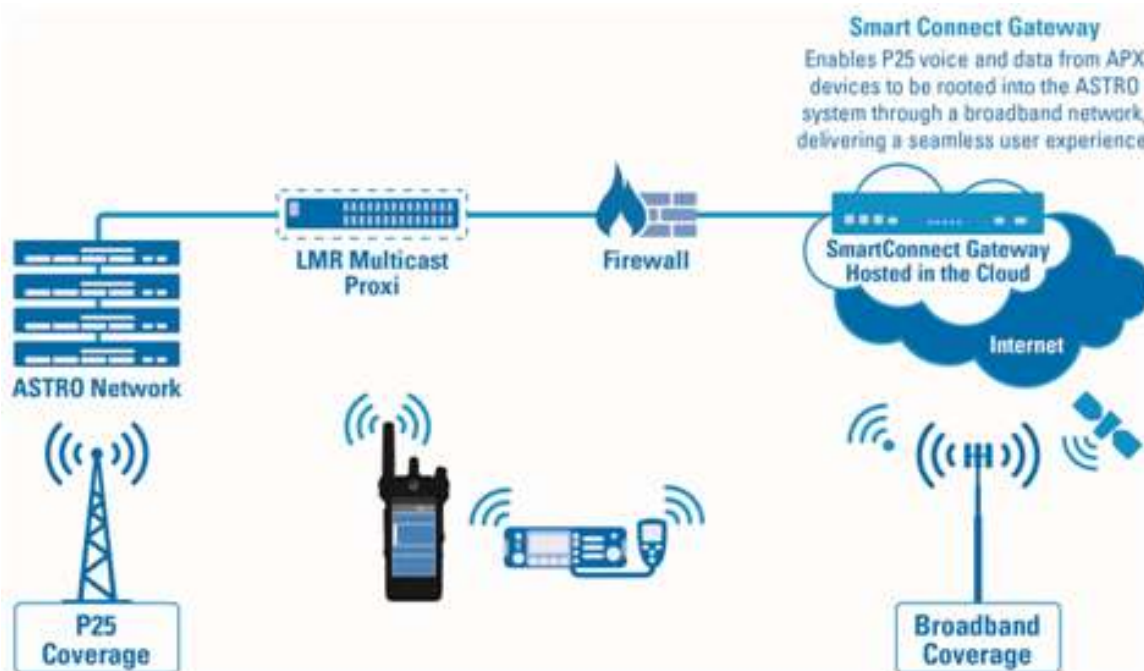


Figure 2-15: APX NEXT Network Elements of SmartConnect

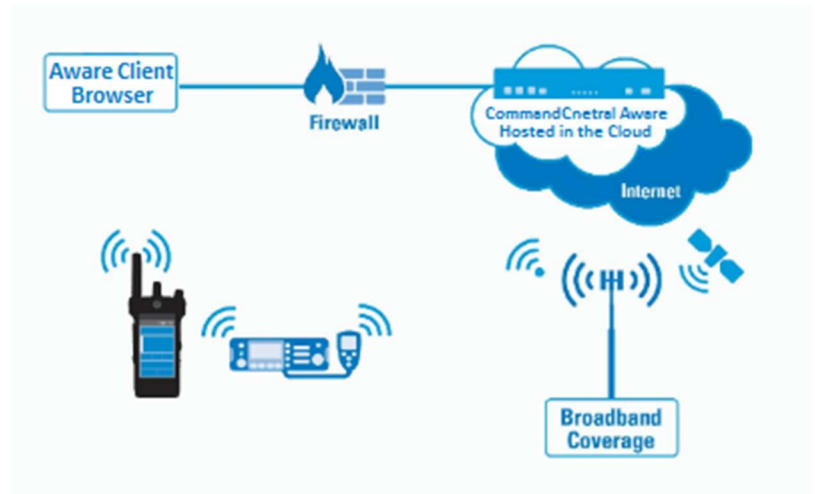
The SmartConnect Application Service is proposed as a subscription-based model to optimize budget and scale to meet evolving needs. In addition to the SmartConnect Gateway, Astro Connectivity Services Circuit (ACS) is included in order to have a dedicated circuit

2.2.6 SmartLocate with CommandCentral Aware

The APX NEXT SmartLocate service enables APX NEXT portables to send accurate GPS location information of field personnel over an LTE broadband network, enabling dispatchers and other users to track units to enhance officer safety through improved situational awareness. SmartLocate enhances location information accuracy using nearby cell-towers and Wi-Fi access points. This leads to more accurate APX NEXT radio unit tracking and improved location performance when a user moves indoors or enters marginal conditions (deep street canyons, forested areas).

SmartLocate is seamlessly integrated with the CommandCentral Aware application and feature location triggers such as time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency. Dispatchers and other users are able to monitor the location of APX NEXT devices on the CommandCentral Aware client.

CommandCentral Aware's consolidated, map-based, operating picture enables enhanced information sharing and informed real time decision-making. Aware's cloud-based platform enables agencies to take advantage of new capabilities as they are developed, without an intrusive upgrade experience. Updates and new features are deployed every few weeks, and users automatically get new capabilities the next time they log in. Cloud deployments also reduce the operational impact of faults and outages. This frees your staff to focus on strategic initiatives, instead of time-consuming tactical efforts, and drives greater value for public safety.



2.2.7 SmartMapping Application Service

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT home screen to best support users wherever the mission takes them. The Surfside Police Department will have licenses for all users and will not have a limitation on concurrent CommandCentral Aware logins.

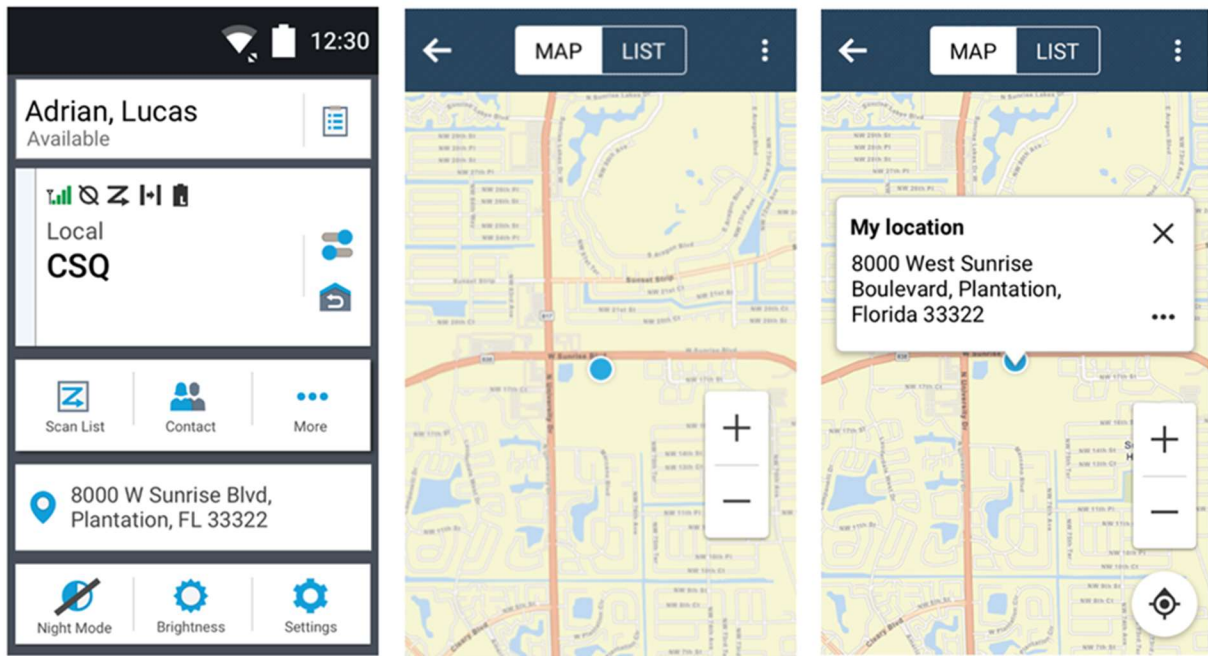


Figure 2-16: SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)

SmartMapping also provides the following capabilities for APX NEXT users:

- Search for specific agency users to communicate with by using accessible, on-screen navigation and search tools.
- Select map layers to get a different view of an area, including Street View, Terrain, or Satellite Image.

Adapt to changing agency needs as new integrations and capabilities are introduced into the SmartMapping application.

2.2.8 SmartMessaging

You rely on radio for mission critical voice, but sometimes you need more than voice to be as safe and effective as possible. SmartMessaging is a multimedia communication tool designed for public safety that runs on your APX NEXT. With SmartMessaging, quickly and securely share text messages, images, videos, and voice notes with individuals or groups on other radios.

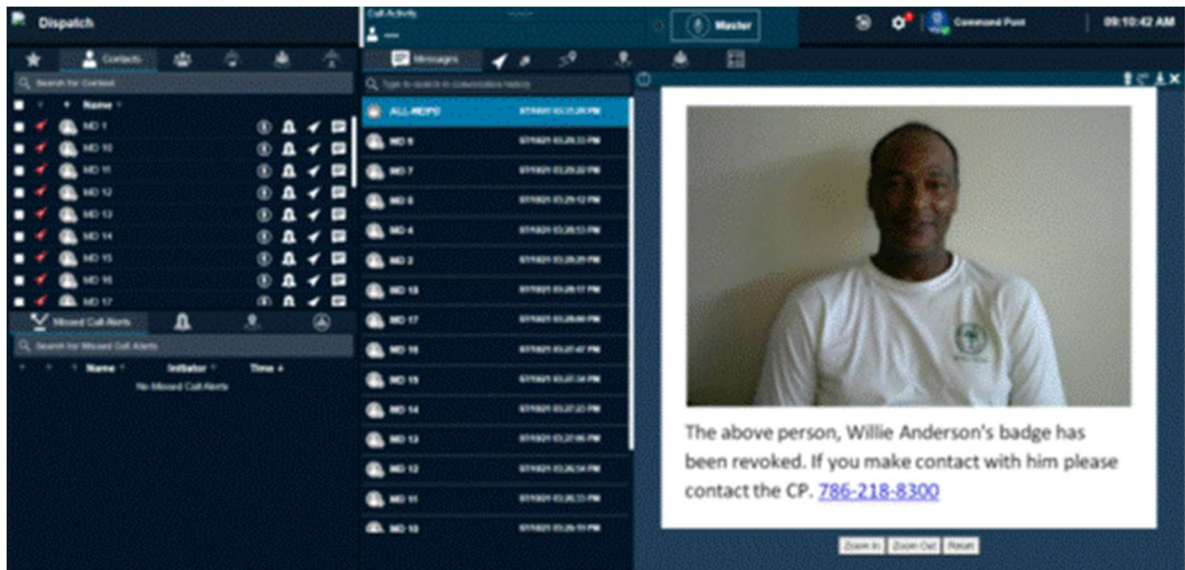


Figure 2-17: SmartMessaging Client.

Whether sending a text to stay quiet, or receiving a BOLO image from dispatch, SmartMessaging equips you for the situation with a multimedia communication toolkit, right at your fingertips.

2.2.9 Advanced Device Management Services w/ Warranty & Accidental Coverage

Easy Fleet Management – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.

Hardware Repair - Accidental Damage (Essential, Advanced, Premier) Accidental Damage coverage is an optional service for Essential and Advanced customers and is included as a standard feature in the Premier DMS offer. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions hardware purchase. This offer reduces unexpected expenses relating to the repair of the device. Accidental Damage coverage includes all services within the Standard Hardware Repair plus coverage for Accidental Damage. Examples of items included under Accidental Damage Coverage include:

- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.

2.3 PRICING

2.3.1 APX NEXT Portable Radio Pricing

The below equipment lists include the APX NEXT Portable Radio Hardware, Accessories and Yr.1 SmartServices & Warranty. All pricing is quoted based on the Miami-Dade Agreement D-10253 for Motorola Public Safety Radios and Capital Improvement Project.

APX NEXT Single-Band Portable Radio	Qty.
All-Band Portable (7/800MHz)	35
<i>P25 Trunking Phase 1 (FDMA) / Phase 2 (TDMA)</i>	-
<i>Radio Authentication</i>	-
<i>AES / DES Encryption</i>	-
<i>Over-the-Air Rekeying (OTAR)</i>	-
<i>ViQi Voice Control</i>	-
<i>SmartConnect (Yr. 1)</i>	-
<i>SmartLocate (Yr. 1)</i>	-
<i>SmartMapping (Yr. 1)</i>	-
<i>Smart Messaging (Yr. 1)</i>	-
<i>SmartProgramming (Yr. 1)</i>	-
<i>Warranty w/Accidental Coverage</i>	-
<i>Battery</i>	-
<i>Stubby Antenna</i>	-
Plastic Carry Holster w/ 3in clip	35
Spare Battery	19
APX NEXT Impres Single Unit Charger	35
MSRP	\$403,919.85
MDPD Contract Discount	-\$125,932.90
Grand Total *	\$277,986.95

2.3.2 APX NEXT SmartServices & Warranty

The Accidental Warranty & SmartServices for the APX NEXT Radios quoted below on an annual basis includes SmartMapping /SmartLocate, SmartMessaging and SmartProgramming.

APX NEXT Smart Services & Warranty	Amount
Year 1 of Application Services & Warranty	Included
Year 2 of Application Services & Warranty	Included
Year 3 of Application Services & Warranty	\$19,404.00
Year 4 of Application Services & Warranty	\$19,404.00
Year 5 of Application Services & Warranty	\$19,404.00

2.3.3 CommandCentral Aware Platform

The Command Central Aware Platform includes the Aware Mapping web application and Messaging Portal.

Command Central Aware Starter & Messaging w/ 6 Named Users	Amount
Year 1	Included
Year 2	Included
Year 3	\$8,440.00
Year 4	\$8,440.00
Year 5	\$8,440.00

* **Pricing Validity** – Pricing is valid for 90 days from the date on this proposal.



MEMORANDUM

ITEM NO. 3D.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Hyatt, Town Manager

Date: November 15, 2022

Subject: **Authorization for Expenditure to Update the Zoning Code and Design Guidelines**

The Town Administration recommends authorization of up to \$40,000 to Marlin Engineering to update the Zoning Code and Design Guidelines.

Town Administration recommends the Town Commission approves authorization to commence updating of the Town of Surfside Zoning Code and Design Guidelines and expend up to \$40,000 towards research, public input, review, digital modeling, and creation of a new design guidelines document. The Town of Surfside Design Guidelines are a legal part of the Town's Zoning Code. The current Guidelines were added to the Code in 2007. There are several elements of the Guidelines that are no longer appropriate.

Funds will be expended through the Town's contract with Marlin Engineering, Inc. This work will be led by Town Planner, Judith Frankel. Funding was approved in Fiscal Year 2023 Budget and the work will be authorized to Marlin Engineering via a purchase order issued under the terms of the contract.

[Resolution Authorizing Expenditure for Zoning Code & Design Guidelines Update](#)

[Exhibit A - Scope of Work Zoning Code Design Stds FY2023.docx](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$40,000 TO ENGAGE MARLIN ENGINEERING, INC. FOR A ZONING CODE AND DESIGN GUIDELINES UPDATE PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) desires to approve and authorize the expenditure of funds for a Zoning Code and Design Guidelines update (“Project”) to Marlin Engineering, Inc. (“Consultant”); and

WHEREAS, on June 15, 2020, the Town issued Request for Qualifications No. 2020-05 (“RFQ”) requesting proposals from firms that could provide general planning services (the “Services”); and

WHEREAS, on November 19, 2020, the Town Commission adopted Resolution No. 2020-2738 approving an agreement to Consultant for the Services pursuant to the RFQ (“Agreement”); and

WHEREAS, the Town Administration is seeking approval and authorization to expend funds in an amount not to exceed \$40,000.00 to engage the Consultant for the Project in accordance with the terms of the Agreement and the Scope of Work attached hereto as Exhibit “A;” and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approving and Authorizing Expenditure of Funds. The Town Commission approves and authorizes the expenditure of funds in an amount not to exceed \$40,000.00 to engage the Consultant for the Project in accordance with the terms of the Agreement and the Scope of Work attached hereto as Exhibit "A."

Section 3. Implementation. The Town Manager and Town Administration are authorized and directed to take any and all action necessary to accomplish the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____

Commissioner Marianne Meisheid _____

Commissioner Nelly Velasquez _____

Vice Mayor Jeffrey Rose _____

Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

SCOPE FRAMEWORK
Zoning Code and Design Standards Update
By Marlin Engineering, Inc.

I. General

The Town's Zoning Code (MuniCode) received considerable discussion during the last couple of years. Several versions of Zoning in Progress were in place to address interim code revisions. This process identified areas of the Zoning Code where inconsistencies or conflicts existed. The Planning and Zoning Board utilizes the Code's Design Standards in the Site Plan Review of new residential and commercial development. The Design Guidelines (Guidelines) are included in the Town Zoning Code after Sec 90-100 as Exhibit "A". The Guidelines are intended to support a high quality of environment, livability and sense of place in the Town's neighborhoods. The Guidelines were implemented in September 2007.

The Town's development activity has produced a significant number of new residences which have a base floor elevation at 10.0 NGVD. This study effort will investigate the recent building trends and develop an interactive process with the Planning and Zoning Board to update the Zoning Code and Design Standards to 2023 conditions.

II. Scope of Work

Task 1 – Kick off Meeting and Project Management

Marlin Engineering proposes to hold a kickoff meeting with the Town Planner and key Town staff and perform ongoing project management under this task. The Marlin Project Manager will work with and coordinate with the Town Planner during the time frame of this effort.

Task 2 – Zoning Code Update

A coordinated approach will identify areas where the Zoning Code should be updated and or revised to eliminate conflicts. This Task involves coordination with the Town Planner, the Town Attorney and the Town Building Official. Areas of emphasis includes review of definitions, incorporation of density, design review, single family/two family review process, commercial/multifamily review process, lot standards, parking requirements, awnings and canopies, landscape requirements, Florida Friendly requirements, cost recovery fee schedules, Planning and Zoning Board review and other items which are identified during the review process. This Task will produce a strike-thru and underline version of the draft Zoning Code Update.

Task 3 – Design Standards Update

A coordinated approach will also identify areas where the Design Standards (Exhibit "A" in the Zoning Code) should be updated, revised to eliminate conflicts and or modified to enable it to be more easily understood. This Task involves coordination with the Town Planner, the Town Attorney and the Town Building Official. Areas of emphasis includes setbacks, average setback, front yard fences and walls, porches, synthetic turf, pervious pavements, lot standards, building massing, waterfront accessory uses, driveway treatments, green design, historic preservation, sidewalks, architectural treatments, materials, balconies and terraces, roof treatments and other items identified during the review process. This Task will produce a strike-thru and underline version of the draft Design Standards Update.

Task 4 – Public Meetings and Public Hearings

Two (2) public meetings are proposed with the Planning and Zoning Board to seek input and direction on proposed revisions to the Zoning Code and Design Standards. The Planning and Zoning Board will be asked to approve forwarding the draft Zoning Code and Design Standards to the Town Commission for adoption. The Town Commission will decide whether to hold a workshop or proceed to first reading on the ordinance adopting the draft Zoning Code and Design Standards (as amended by the Town Commission). The Planning and Zoning Board will be required to hold a Public Hearing on the draft version approved for first reading of the ordinance. The Planning and Zoning Board will make a recommendation regarding the draft version prior to the Town Commission considering a second public hearing adopting the Zoning Code and Design Standards Update.

III. 9 Month Schedule

IV. Budget

Task 1 – Kick off Meeting and Project Management	\$1,500.00*
Task 2 – Zoning Code Update	\$17,500.00*
Task 3 –Design Standards Update	\$17,500.00*
Task 4 –Public Meetings and Public Hearings	<u>\$3,500.00*</u>
Total Costs	\$40,000.00*

* - Printing, distribution and postage costs are the responsibility of the Town.



MEMORANDUM

ITEM NO. 3E.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Hyatt, Town Manager

Date: November 15, 2022

Subject: **Authorization to Purchase a Schwarze Industries A4 Storm 4.5 Cubic Yard Regenerative Air Street Sweeper Using Sourcewell Contract Number 093021-SWZ**

Town Administration is seeking Town Commission authorization to purchase a Schwarze Industries A4 Storm 4.5 Cubic Yard Regenerative Air Street Sweeper using Sourcewell Contract Number 093021-SWZ for a total amount of \$198,575 purchased from Tampa Crane and Body.

As approved in the Fiscal Year 2023 budget, the Town is seeking to bring in-house street sweeper services currently being performed by Start Cleaning USA which was awarded the contract as part of RFP 2021-02. Bringing the service in-house will offer the opportunity to improve sweeping quality, control schedule, sweep with more frequency, and improve Community Rating System (CRS) score which will benefit residents with flood insurance. The Star Cleaning USA contract will still be retained as needed. The new street sweeper will take approximately 200 days to build and deliver.

The Town will procure the street sweeper through an existing Sourcewell contract that was competitively bid. Sourcewell is a cooperative purchasing agreement that obtains competitively bid pricing for government procurement use. Refer to **Exhibit B** - "*Sourcewell Authorization Letter*" which extends street sweeper pricing to the Town of Surfside. The street sweeper being purchased is a Schwarze Industries A4 Storm 4.5 Cubic Yard Regenerative Air Street Sweeper, which is the make and model budgeted and best fits the Town needs. The equipment does not require a CDL to operate which offers versatility to operator. Refer to **Attachment A** - "*Street Sweeper*" for full equipment specifications. Total extended Sourcewell Contract Number 093021-SWZ cost extended to the Town is \$198,575.00 provided by Tampa Crane and Body. Refer to **Exhibit A** - "*Cost Proposal*".

The purchase is being made through Chapter 3 - Purchasing, Sec. 3-13. - Exemptions from Competitive Bidding, Exemption No. 3 which allows for "*Purchases made under state general service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies, or through cooperative purchasing*" to be used.

Exhibit B - Sourcewell Authorization Letter

Attachment A - "Street Sweeper"

Resolution Authorizing Purchase Of Street Sweeper

Exhibit A - Quote / Cost Proposal



The People You Know. The Products You Trust.

CUSTOMER PO TO DEALER AUTHORIZATION LETTER

Date September 22, 2022

To: Town of Surfside Beach, Florida

RE: DEALER AUTHORIZATION TO RECEIVE SOURCEWELL MEMBER PO

To Whom It May Concern,

We authorize your local dealer, Tampa Crane & Body to receive a Purchase Order from you for the purchase of a Schwarze sweeper model A4 Storm quoted to you on 09/22/2022 according to the terms of our Sourcewell Contract Number 093021-SWZ. This letter is for a one-time authorized assignment of Contract Number 093021-SWZ, and cannot be duplicated on future orders, or quotations without specific written consent of Schwarze Industries, Inc. Please provide us a copy of your purchase order for our records. You may email the Purchase Order to sourcewell@schwarze.com

Should you have any further questions or concerns, please do not hesitate to contact me.

Sincerely,

M.J. DuBois

MJ DuBois
Contract Administrator



The People You Know. The Products You Trust.



A4 Storm™

4.5 Cubic Yard Regenerative Air Street Sweeper

*Sweeper shown with optional equipment



- High Performance Sweeping Head
- Up to 197 Gallon Water Capacity
- 77" Dump Height
- No CDL Required



Quality	Performance	Public Safety	Value	Customer Support

800.879.7933

www.schwarze.com 461

↑ 77" Dump Height

A4 Storm™ 4.5 Cubic Yard Regenerative Street Sweeper



4.5 Cubic Yard Hopper
Separate Door for Intake
Screen Cleanout

Hardox Steel Fan
Balanced to 1.5 Grams
EPA Tier 4 Final Engine

Built-In Strobes
All LED Lighting
Backup Alarm
Backup Camera

Onboard Diagnostics
Color Coded
Switches

Large Toolboxes

◀◀ Sweeps-In-Reverse

High Performance
Sweeping Head
Quick Disconnect Tubes

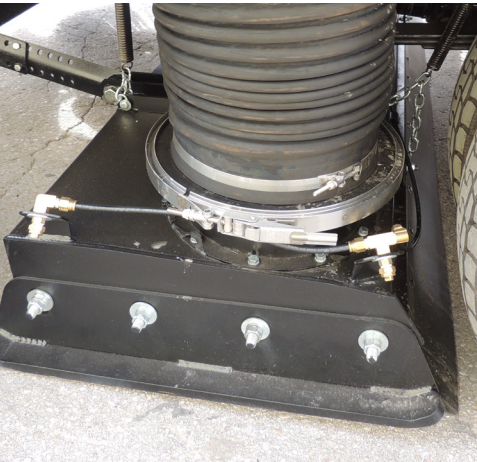


MADE IN THE USA

*Optional Equipment Shown, Blue Frame Special Order

Redesigned high performance
sweeping head

Easy to use color coded switches with
Onboard Diagnostics



MUST HAVE OPTIONS

ADDITIONAL WATER
Add an additional 66 gallon for 196 gallon total

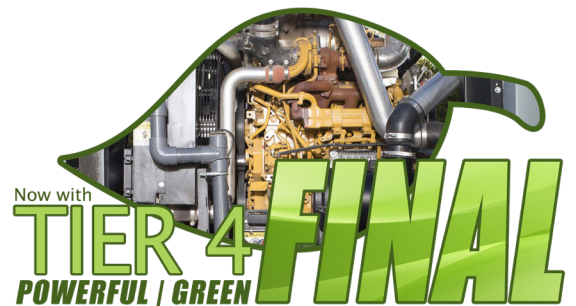
LIFETIME HOPPER
Add a hopper with lifetime warranty

EXTENDED REACH
Add broom tilt and Gutterbroom Extension
Override (GEO™)

EXTENDED REACH
Add a hand hose for hard to get to reach
applications

Quick release clamps for easy
rotation and replacement of hoses.

Large corrosion free toolboxes for 35
square feet of storage.



VALUE

We are dedicated to satisfying our customers by providing the most advanced training for their specific needs. Our training programs are designed to help operators of all skill levels learn the best operating practices for their Schwarze equipment.



PERFORMANCE

There is a lot riding on creating solutions that are suited to the particular needs of different industry applications. Innovation often involves high technology, but doesn't always have to be. Some of our best ideas have been simple, based on a clear and deep understanding of our customers' working lives.



QUALITY

In a Schwarze product, end user concerns like fuel efficiency, serviceability, durability, purchase cost, service cost, etc. are all taken into account. We also consider the needs and strive for ease of use and application optimization. It should be obvious, because when it comes to cost of ownership, quality pays.



PUBLIC SAFETY

No other name speaks safety louder than Schwarze. Protecting operators, those around them, and minimizing our environmental impact are traditional values that continue to shape our product design philosophy.



CUSTOMER SUPPORT

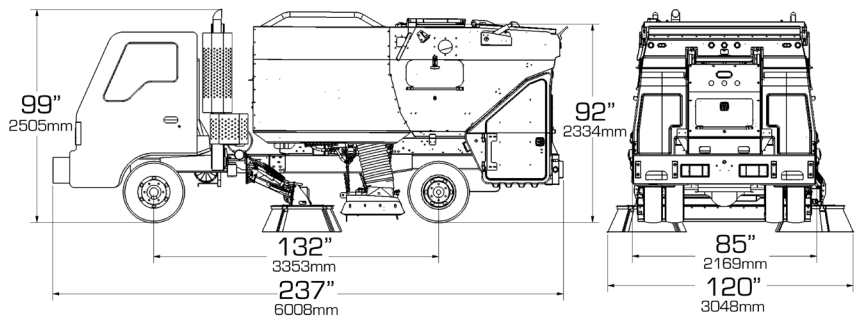
Being a Schwarze customer means having a complete set of services at your fingertips. Schwarze can offer you a long-term relationship, protect your revenue and provide a full range of customer solutions, delivered by passionate people. At Schwarze, we don't see effective service and support just as an added value to your purchase, but as an integral part of it.



Also Available from Schwarze Industries, Inc:



A4 Storm



*TYPICAL MEASUREMENTS SHOWN, EXACT DIMENSIONS DEPENDING ON OPTIONS AND TRUCK MANUFACTURER

SWEEPING PATH

Pickup head only	80 in (2,032 mm)
Pickup head and one gutter broom	100 in (2,540 mm)
Pickup head and two gutter brooms	120 in (3,048 mm)

CHASSIS

Model / type	4HK1-TC / 4 cycle
Manufacturer	Isuzu
Number of Cylinders	4
Displacement	317 cu in (5.26 L)
Horsepower	215 @ 2500 rpm
Torque	452 lb-ft @ 1800 rpm
Fuel	Diesel
Air filter	Dry type; heavy duty
Standard GVWR	14,500 lb (6,577 kg)
Optional GVWR	17,950 lb (8,142 kg)
Transmission	A465; 6 speed automatic
Tires	(6) Tubeless steel-belted radials 225/70 R 19.5
Wheels	Steel construction
Steering	Integral power;
Brake	Vacuum/hydraulics with ABS

STANDARD ENGINE

Type	QSF2.8 diesel Tier 4F
Manufacturer	Cummins
Displacement	171 cu in (2.8 L)
Brake horsepower	74 @ 2500 rpm
Cooling system	Liquid-cooled
Air cleaner	Dual element, dry-type with restriction indicator; centrifugal pre-cleaner
Safety shutdown	Three-point automatic
Throttle control	Electronic
Instrumentation	Digital display Tachometer; hourmeter; voltmeter; temperature; oil pressure.
Control console	Tilting and rotating

ELECTRICAL SYSTEM

Voltage	12 volt
Battery	2 @ 750 cca each
Alternator	120 amp
Circuit breakers	Resettable type

DUST CONTROL SYSTEM

Type	Electric diaphragm, run dry capable
Capacity	130 gal (492 L) standard optional to 196 gal (684 L)
Tank construction	Polyethylene
Filter	50 mesh, cleanable
Fill diameter	2.5 in (63.5 mm)
Fill hose	25 ft (7620 mm)
Controls	Electric; in-cab
Nozzles	2 on each broom; 4 around suction head; 4 inside hopper

FAN SYSTEM

Type	Closed-face radial
Drive	Direct via 3V 5 groove banded power belt
Construction	Hardox Steel
Balance	1.5 grams on 2 sides
Diameter	30 in (762 mm)
Housing lining	Bolt-in corded rubber
Mounting	2 sealed bearings
Vacuum enhancer	For heavy/light material

SWEEPING HEAD

Type	Dual chambered full-width Adjustable blast orifice
Operating direction	Forward and reverse
Suspension	Adjustable spring balanced
Length	80 in (2,032 mm)
Hoses Diameter	12 in (305 mm)
Hose Construction	3/8 in (9.5 mm) wire-reinforced molded rubber with quick disconnect clamps
Controls	Hydraulic raise and lower
Skids	Double wide tungsten carbide
Construction	Bolt in replaceable steel transitions.

PAINT

One coat of sealer/primer and two coats of in standard white color.	
Paint	White; Sherwin Williams Genesis G2 #100268977

SIDE BROOMS

Type	Vertical steel digger
Location	Right, Left, forward of pickup head
Diameter	39 in (991 mm)
Drive	Hydraulic torque motor
Wear adjustment	Automatic
Pressure	Manual
Speed	Variable, non-reversing
Segments	4 each side, disposable; tempered steel wire filled
Tilt adjustment	Manual with optional in-cab controls

DEBRIS HOPPER

Volumetric Capacity	4.5 cu y (3.4 cu m)
Construction	10 gauge
Type of Dumping	Hydraulic
Inspection Doors	1 on each side of hopper
Controls	Electric; in cab
Dumping Height	77 in (1956 mm)
Dumping Tilt Angle	88 degrees
Interior Coating	Durable coating
Exterior Coating	Sealer/primer; Polyurethane

HYDRAULIC SYSTEM

Type	Fixed displacement gear
Drive	Direct gear
Maximum pressure	2500 psi (173 bar)
Reservoir	16 gal (60.6 L)
Filter	10 micron, spin on
Protection	Pressure relief valve
Controls	Electro-hydraulic
Filter	80 mesh

Design and specifications subject to change without notice.

*Ask us about our optional:



Sourcewell

Awarded Contract

Contract # 093021-SWZ

HGACBUY
THE SMART PURCHASING SOLUTION



© 2022 Schwarze Industries
1055 Jordan Road
Huntsville, AL 35811
800.879.7933

An Alamo-Group Company **464**

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A SCHWARZE INDUSTRIES STREET SWEEPER MODEL A4 STORM FROM TAMPA CRANE & BODY ACQUISITION, LLC USING SOURCEWELL CONTRACT NO. 093021-SWZ; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) desires to purchase one Schwarze Industries A4 Storm 4.5 Cubic Yard Regenerative Air Street Sweeper (the “Street Sweeper”) in order to provide in-house mechanical street sweeping services for the collection and removal of paper, leaves, and other visible debris that collects in gutters and roadways throughout the Town; and

WHEREAS, the purchase contemplated by the Town has been competitively bid by Sourcewell, a State of Minnesota local unit of government and service cooperative, which has entered into Sourcewell Contract No. 093021-SWZ (the “Sourcewell Contract”) with Schwarze Industries, Inc. (the “Supplier”); and

WHEREAS, Section 3-13(3) of the Town Code (the “Town Code”) provides that purchases made under state general service administration contracts, federal, county or other governmental contracts or competitive bids with other governmental agencies are exempt from the competitive bidding procedures; and

WHEREAS, the Town Commission desires to enter into a purchase order for the purchase of the Street Sweeper in an amount not to exceed \$198,575, consistent with the Sourcewell Contract and the Supplier’s quote, attached hereto as Exhibit “A” (the “Quote”); and

WHEREAS, pursuant to the Sourcewell Contract, the Supplier has authorized Tampa Crane & Body Acquisition, LLC (the “Local Dealer”) to receive a purchase order from the Town for the Street Sweeper, as detailed in the Supplier’s Authorization Letter attached hereto as Exhibit “B;” and

WHEREAS, the Town Commission finds that the purchase of the Street Sweeper is exempt from competitive bidding pursuant to Section 3-13(3) of the Code; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Street Sweeper Purchase. The Town Commission hereby approves of the purchase of the Street Sweeper from the Local Dealer in an amount not to exceed \$198,575, consistent with the Sourcewell Contract and the Supplier’s Quote attached hereto as Exhibit “A.”

Section 3. Authorization to Execute Purchase Order. The Town Manager is hereby authorized to execute a purchase order with the Local Dealer in an amount not to exceed \$198,575, consistent with the Supplier’s Authorization Letter attached hereto as Exhibit “B.”

Section 4. Exemption from Competitive Bidding. Pursuant to Section 3-13(3) of the Town’s Code, the Town Commission finds that the purchase of the Street Sweeper is exempt from competitive bidding.

Section 5. Implementation. The Town Commission hereby authorizes the Town Manager to take any action which is reasonably necessary to implement the purchase of the Street Sweeper and the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2022.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



10/10/2022

**SCHWARZE A4 STORM STREET SWEEPER
SOURCEWELL CONTRACT - 093021-SWZ**

Customer: SURFSIDE BEACH

Location: FLORIDA

Description	
Schwarze Model A4 Storm 4.5 cubic yard hopper with 120" wide sweeping path. Street Sweeper with all standard equipment	\$102,540.00
Sourcewell Discount	(\$5,127.00)
Auxiliary diesel engine, 74HP, Tier IVF engine to be equipped with a 3 point safety engine shutdown device that shuts down engine for low oil pressure, high coolant temp and low coolant level, 12 volt electrical system, 65 amp alternator and re-settable circuit breakers.	\$0.00
Hydraulic power shall be used to operate all broom rotation, lifting functions, and dust suppression system. All functions shall operate independently of each other with their own in-cab controls for each gutter broom. Systems incorporating pneumatic-type controls will not be accepted. Sweeper shall utilize a multi-stage gear driven hydraulic pump, minimum of 16 gallon capacity vented hydraulic reservoir required.	\$0.00
Hopper volumetric capacity shall be not less than 4.5 cubic yards.	\$0.00
15" x 32" inspection doors shall be provided on left and right side of hopper. Hopper interior shall be coated with an anti-wear/anti-seize coating	\$0.00
Heavy-duty steel blower shall be used to create air pressure and suction for removing debris from road surface. Sweepers that clean road surfaces by using suction only will not be accepted.	\$0.00
Blower shall be a closed face turbine type with 10 curved blades, and shall be 30 inch diameter. Blower to be constructed of T-42 steel. A die cast aluminum alloy open face blower, either covered with rubber or not, or a die cast steel open face blower will not be accepted	\$0.00
Blower shall have a minimum rated performance of negative 40 inches of water column and 12,000 CFM.	\$0.00
Fan must provided 360 degree average dB rating of 72.0 or less at an unobstructed distance of 50 feet at 2000 RPM. Blower housing will be constructed of 3/16" abrasion resistant steel with the inside of the housing covered by a replaceable rubber wear liner.	\$0.00
The sweeper pickup head shall not be less than 80 inches wide and 36" long giving a total head area of 2080 sq inches.	\$0.00
Standard sweeping head	\$0.00
Sweeping head deluge	\$320.00
Dual gutter brooms shall be 39" minimum diameter each and provide a minimum of 120" sweeping path (including suction head).	\$9,770.00

Description	
Dual gutter broom power tilt	\$2,035.00
Dual gutter broom GEO	\$3,490.00
Sweeper will have sweeps in reverse which allows it to sweep in both forward and reverse with the head down without causing damage to head or other components. Sweeping heads that are not designed to sweep in reverse and that require add on devises such as chains attached to the head and chassis axle to meet this requirement will not be accepted.	\$0.00
A Dust control system shall be provided by an electrically driven diaphragm type water pump. Pump to produce a minimum of 100 PSI. The water pump will automatically disengage when the water supply is depleted..	\$0.00
Water tank capacity shall not be less than 130 gallons and be constructed of polyethylene for strength and corrosion resistance. Water tank shall be bolt-on design for easy removal.	\$0.00
A 25' fire hydrant fill hose and hydrant wrench shall be provided.	\$0.00
DC Backup, hydraulic	\$1,710.00
Low hydraulic level alarm and indicator	\$0.00
Mirror 12" parabolic set	\$510.00
Dual camera system	\$410.00
Water tank low level alarm and indicator	\$0.00
Front mounted spray bar	\$1,030.00
Additional 67 gallon water tank, rear	\$1,115.00
Shroud & Suppression mild steel	\$2,550.00
Hand hose 6" stainless steel	\$1,485.00
Hopper dump assist shaker	\$1,855.00
High Strength Stainless Steel Hopper with Lifetime Warranty	\$9,850.00
Barlight, cab with guard LED 16"	\$1,270.00
Paint, standard	\$0.00
Decal kit	\$0.00

Description	
Isuzu 3R2 17,950 '23 Dual Steer	\$73,915.00
Body mounting on chassis	\$4,567.00
One Year or 1200 Hour Extended Warranty on Sweeper	\$0.00
Dealer prep and pre delivery inspection	\$1,500.00
Training on customer site	\$0.00
Delivery to customer facility	\$5,000.00
Additional Discount Offered By Local Dealer	(\$21,220.00)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$198,575.00

Vendor/Contract Holder: SCHWARZE INDUSTRIES
1055 Jordan Road
Huntsville, AL 35811

SOURCEWELL CONTRACT: 093021-SWZ

Phone: 410-924-1004

Contact: M.J. DuBois

Email: Sourcewell@Schwarze.com



MEMORANDUM

ITEM NO. 3F.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Hyatt, Town Manager

Date: November 15, 2022

Subject: **Approving and Authorizing the Purchase of Nine (9) 2023 Police Vehicles, Together with Emergency Lighting Equipment, Graphics, Radio Equipment and Radio Programing**

Town Administration recommends approval of the authorization to expend for police vehicles in the amount for the Police Department in the amount of \$573,978.75.

The Surfside Police Department fleet has vehicles in operation that are aging and out of warranty. The repair costs and time out of service for repairs necessitates these vehicles being replaced. The Department is seeking the procurement of nine (9) 2023 Hybrid Ford SUV Police Interceptor vehicles under the terms of the Florida Sheriffs Association Cooperative Purchasing Program (FSA22-VEL30.0) for Pursuit, Administrative and Other Vehicles. The Purchase of the emergency equipment for the vehicles will be made pursuant to the Seminole County Sheriff's Office contract with HG2 Emergency Lighting LLC CA #2021-02 and the purchase of the vehicle base radios will be made pursuant to the Miami-Dade County Contract with Motorola D-10253.

In January 2022 the Town issued purchase orders for the four 2022 vehicles. In October 2022 the Police Department was notified that Ford would not be fulfilling the order of four (4) 2022 vehicles. The only alternative was to reorder the vehicles at the 2023 price. The cost of the 2023 vehicles and extended warranty increased by an unprecedented and unforeseeable amount of \$7,654 per vehicle, which would have been \$76,540 for the ten vehicles. In order to reduce the aforementioned increase by the manufacturer, the Police Department is requesting one less vehicle.

The cost to purchase, outfit, and install the necessary equipment for nine (9) Hybrid Ford SUV Police Interceptor vehicles is \$573,978.75. (See Appendix F for breakdown of cost by vendor.) For Fiscal Year 2022 the Town Commission budgeted \$200,230 for the purchase and outfitting of four (4) vehicles. For Fiscal Year 2023 the Town Commission budgeted \$348,000 for the purchase and outfitting of six (6) vehicles. Combined the budget was for ten vehicles for a total of \$548,230. As such the Police Department will be requesting a budget amendment of \$25,659.

These vehicles will provide enhanced safety to police officers, in addition to more efficient and sustained service to the Town. The procured vehicles will each have an extended bumper-to-bumper warranty to provide coverage for five (5) years or 75,000 miles on each vehicle. The attached chart details the department vehicles that are intended to be phased out of the police fleet.

[Appendix A: Quotes for Vehicles and Equipment.pdf](#)

[Appendix B: HG2 Emergency Lighting Contract with Seminole County Sheriff.pdf](#)

[Appendix_C_Miami_Dade_Contract_Contract_No._D-10253_Motorola_Public_Safety_Radios.pdf](#)

[Appendix D: Police Vehicles Intended to be Replaced.pdf](#)

[Appendix F: Cost Breakdown by Vendor.pdf](#)

[Resolution Approving Purchase of Police Vehicles and Equipment.DOCX](#)

[Exhibit A - Vehicle Purchase Quote from Garber Ford.PDF](#)

[Exhibit B - Lighting Purchase for Police Vehicles-HG2 Emergency Lighting.PDF](#)

[Exhibit C - Graphics Purchase for Police Vehicles from Sign Savers.PDF](#)

[Exhibit D - Radio Purchase for Police Vehicles from Motorola.PDF](#)

[Exhibit E - Radio Programming for Police Vehicles from Miami-Dade County.PDF](#)



TOWN OF SURFSIDE

Specification #	226
Unit Description	INTERCEPTOR GAS K8A/GAS

Prepared for:

Prepared by:

10/12/2022

TOWN OF SURFSIDE
 ATTN: ELINOR JOSEPH
EJOSEPH@TOWNOFSURFSIDE.GOV
 305.861.4862

Garber Ford, Inc.

Todd Brandt
 (904) 264-2442 ext.2348 FAX: (904) 284-0054
 3380 Hwy 17 Green Cove Springs, FL 32043
tbrandt@garberautomall.com



Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
 Purchasing contract number is FSA22-VEL30.0 Pursuit, Administrative & Other Vehicles, expiring September 30th, 2023. If you have any questions regarding this quote please call!

		CENTRAL ZONE	
K8A/ 99B		2023 FORD INTERCEPTOR UTILITY AWD, GAS, K8A	
		Unit Price	Net Price
Codes	Optional Equipment		
500A	POLICE PACKAGE	Included	\$0.00
99W	3.3L V6 HYBRID ENGINE	Included	\$0.00
44B	10-SPEED AUTOMATIC TRANSMISSION	Included	\$0.00
M7	SOLID EXTERIOR PAINT: CARBONIZED GRAY	Included	\$0.00
F6	CLOTH BUCKETS W/REAR CLOTH CHARCOAL BLACK	Included	\$0.00
65U	INTERIOR UPGRADE PACKAGE	389	\$389.00
DSPOT	DELETE DRIVERS SIDE SPOT LAMP	-150	(\$150.00)
60A	GRILLE PREWIRING	49	\$49.00
86T	PREDRILLED HOLE IN TAILLAMP	59	\$59.00
18D	GLOBAL UNLOCK: NO CHARGE	0	\$0.00
76P	PRE-COLLISION SYSTEM	144	\$144.00
55F	KEYLESS ENTRY PACKAGE	Included	\$0.00
64E	18" ALUMINUM WHEELS	474	\$474.00
16D	BADGE DELETE	0	\$0.00
17A	REAR AC/HEATER	609	\$609.00
17T	RED/WHITE CARGO DOME LIGHT	49	\$49.00
55B	BLIND SPOT INFORMATION SYSTEM	544	\$544.00
76R	REVERSE SENSING SYSTEM	274	\$274.00
92G	2ND ROW, REAR QUARTER & LIFTGATE WINDOW SOLAR TINT	119	\$119.00
	5YR/75,000 MILES FORD EXTRA CARE WAR W/\$0 DEDUCTIBLE	2240	\$2,240.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
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			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
DEL	DELIVERY	0	\$0.00
TOTAL			\$ 48,710.00



HG2 Emergency Lighting
 20962 Sheridan St
 Fort Lauderdale, FL 33332 US
 954-639-7212
 ali@hg2lighting.com
 www.hg2lighting.com

Estimate

ADDRESS
Town of Surfside 9293 Harding Ave Surfside, FL 33154 United States

SHIP TO
Town of Surfside 9293 Harding Ave Surfside, FL 33154 United States

ESTIMATE #	DATE
1258	10/14/2022

VEHICLE
 Marked Half Cage

VIN#
 2023 Ford PIU

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Misc	48" Lightbar Blue/Blue Whelen - LIB48BB	6	1,699.00	10,194.00T
HG22PC62BW	HG2 Blue/Blue 62" Side Runner Kit with Controller - HG22PC62BB	6	699.00	4,194.00T
HG2STB	HG2 4 Corner Strobe Lights White - HG2STB	6	600.00	3,600.00T
Misc	Whelen Blue/Blue Grill Lights in Factory Ford Knock Outs - MCRNTB	12	129.00	1,548.00T
Misc	Activate Factory Wig Wags - WWPIU20	6	149.00	894.00T
Misc	HG2 Blue/Blue Rear Visor with Traffic Advisor - HG2RWPIU20-BB	6	799.00	4,794.00T
Misc	Jotto Half Prisoner Cage with Window Bar and Door Panel With Prisoner Seat - JD-425-7160	6	2,732.00	16,392.00T
Misc	Whelen Light and Siren Controller - 295SLSA6	6	525.00	3,150.00T
Misc	100 Watt Speaker - HG2100WSP	6	199.00	1,194.00T
Misc	Power Inverter 500 Watt Samplex	6	169.00	1,014.00T
Misc	Havis Console with Cup Holder and Arm Rest - HAV-CNPIU20	6	699.00	4,194.00T
Misc	Havis Laptop Stand HAV-LTPPIU20	6	525.00	3,150.00T
Misc	Setina Dual Weapon Vault - SET-DWV2DR	6	2,150.00	12,900.00T
Labor	Labor/Installation	6	1,700.00	10,200.00T
Installation-Kit	Installation Kit	6	75.00	450.00T
Discount	Seminole County Sheriff's Office Contract Pricing	6	-2,800.75	-16,804.50T

SUBTOTAL 61,063.50
 TAX (0%) 0.00
TOTAL \$61,063.50

Accepted By

Accepted Date



HG2 Emergency Lighting
 20962 Sheridan St
 Fort Lauderdale, FL 33332 US
 954-639-7212
 ali@hg2lighting.com
 www.hg2lighting.com

Estimate

ADDRESS
Town of Surfside 9293 Harding Ave Surfside, FL 33154 United States

SHIP TO
Town of Surfside 9293 Harding Ave Surfside, FL 33154 United States

ESTIMATE #	DATE
1259	10/14/2022

VEHICLE
 Traffic

VIN#
 2023 Ford PIU

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Misc	HG2 Blue/Blue Front Visor - HG2FWPIU20-BB	2	1,099.00	2,198.00T
HG22PC62BW	HG2 Blue/Blue 62" Side Runner Kit with Controller - HG22PC62BB	2	699.00	1,398.00T
HG2STB	HG2 4 Corner Strobe LightsWhite - HG2STB	2	600.00	1,200.00T
Misc	Whelen Blue/Blue Grill Lights in Factory Ford Knock Outs - MCRNTB	4	129.00	516.00T
Misc	HG2 Blue/Blue Side Quarter Window Light 3 Light Driver and Passenger side - HG2QTRPNL-BB	2	599.00	1,198.00T
Misc	HG2 6 Head Blue/Blue Grill Light - HG26HLS-BB	2	499.00	998.00T
Misc	Activate Factory Wig Wags - WWPIU	2	149.00	298.00T
Misc	HG2 Blue/Blue Rear Visor with Traffic Advisor - HG2RWINTSUV20-BB	2	799.00	1,598.00T
Misc	HG2 Blue/Blue Lower Back Window Lights - HG2DS2BB	4	279.00	1,116.00T
Misc	HG2 Blue/Blue Tag Lights - HG2DS1BB	4	169.00	676.00T
Misc	HG2 Blue/Blue Dash Light - HG2DLBB	2	349.00	698.00T
Misc	Taillight Flasher - TLFPIU	2	249.00	498.00T
Misc	Half Prisoner Cage with Window Bar and Door Panel with Plastic Prisoner Seat - JD-475-7163HG2	2	2,732.00	5,464.00T
Misc	Whelen Light and Siren Controller - 295SLSA6	2	525.00	1,050.00T
Misc	HG2 100 Watt Speaker - HG2100WSP	2	199.00	398.00T
Misc	Power Inverter - Samplex 500W	2	169.00	338.00T
Misc	Havis Console with Cup Holder and Arm Rest - HAV-CNPIU-20	2	699.00	1,398.00T
Misc	Havis Laptop Stand - HAV-LTPPIU-20	2	525.00	1,050.00T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Misc	Setina Dual Weapon Vault - ST-WV2DWL	2	2,150.00	4,300.00T
Labor	Labor/Installation	2	1,750.00	3,500.00T
Installation-Kit	Installation Kit	2	75.00	150.00T
Discount	Seminole County Sheriff's Office Contract Pricing	2	-3,285.00	-6,570.00T
SUBTOTAL				23,470.00
TAX (0%)				0.00
TOTAL				\$23,470.00

Accepted By

Accepted Date



HG2 Emergency Lighting
 20962 Sheridan St
 Fort Lauderdale, FL 33332 US
 954-639-7212
 ali@hg2lighting.com
 www.hg2lighting.com

Estimate

ADDRESS
Town of Surfside 9293 Harding Ave Surfside, FL 33154 United States

SHIP TO
Town of Surfside 9293 Harding Ave Surfside, FL 33154 United States

ESTIMATE #	DATE
1260	10/14/2022

VEHICLE
Admin

VIN#
2023 Ford PIU

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Misc	HG2 Blue/Blue Front Visor - HG2FWINTSUV20BB	1	1,099.00	1,099.00T
HG22PC62BW	HG2 Blue/Blue 62" Side Runner Kit with Controller - HG22PC62BW	1	699.00	699.00T
HG2STB	HG2 4 Corner Strobe Lights White - HG2STB	1	600.00	600.00T
Misc	HG2 Blue/Blue Side Quarter Window Light 3 Light Upper Mount - HG2QTRBBINT20-BB	1	599.00	599.00T
Misc	HG2 6 Head Blue/Blue Grill Light - HG26HLSBB	1	499.00	499.00T
Misc	Activate Factory Wig Wags - WWFPIU	1	149.00	149.00T
Misc	HG2 Blue/Blue Rear Visor with Traffic Advisor - HG2RWINSUV20-BB	1	799.00	799.00T
Misc	HG2 Blue/Blue Lower Back Window Lights - HG2DS2BB	2	279.00	558.00T
Misc	Taillight Flasher - HG2TLFPIU	1	249.00	249.00T
Misc	Whelen Light and Siren Controller - 295SLSA6	1	525.00	525.00T
Misc	HG2 100 Watt Speaker - HG2100WSP	1	199.00	199.00T
Misc	Ford Factory Alarm System with Remote Start - FFRSVS	1	599.00	599.00T
Labor	Removal and Installation of Rear Vault	1	429.00	429.00T
Labor	Labor/Installation	1	1,200.00	1,200.00T
Installation-Kit	Installation Kit	1	75.00	75.00T
Discount	Seminole County Sheriff's Office Contract Pricing	1	-1,665.75	-1,665.75T

SUBTOTAL 6,612.25
 TAX (0%) 0.00
TOTAL \$6,612.25

Accepted By

Accepted Date

SURFSIDE POLICE DEPARTMENT

APX 6500 MOBILE RADIOS

OCTOBER 11, 2022



Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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EXECUTIVE SUMMARY

Motorola Solutions, Inc. (Motorola) is pleased to present Surfside Police Department with the following proposal. We thank you for the opportunity to continue working with the Town of Surfside on your communication needs.

This proposal includes APX 6500 Enhanced mobile radios. The rugged and compact design of the evolved APX 6500 mobile radio is designed to maximize the real estate in your vehicle and keep your entire agency safely connected. Now with integrated Wi-Fi, Bluetooth and SmartConnect, the APX 6500 gives you more ways to manage your radio and stay connected. And when your vehicle sustains a high impact, the radio can automatically alert dispatch.

Motorola Solutions values the opportunity to serve the Town of Surfside and the Surfside Police Department by providing world class, mission critical technology solutions. If you have any questions, please contact Josh Trifiletti at 954-736-9056.



SYSTEM DESCRIPTION

2.1 APX 6500 ENHANCED MOBILES

2.1.1 APX 6500 with E5 and O3 (Covert) Control Heads

BEST-IN-CLASS READABILITY

The E5 control head has a bright hi-res display combined with intelligent use of colors to provide all the information you need at-a-glance, day or night.

Flexible Installation

The APX 6500 is ideal for a growing ecosystem of vehicle installations. Its small and lightweight form factor simplifies installation.

Keep Voice and Data Protected

Multiple hardware encryption algorithms secure your voice and data while two-factor authentication ensures only valid radio users can access your system and critical databases.



E5 Control Head



O3 Control Head

2.2 APX 6500 MOBILE PRICING

2.2.1 6500 Enhanced Mobile Radio

All pricing is quoted based on the Miami-Dade Agreement D-10253 for Motorola Public Safety Radios and Capital Improvement Project.

APX6500 Mobiles Radio with E5 Control Head	Qty.
APX6500 Enhanced 7/800 Mobile	4
<i>P25 Trunking Phase 1</i>	-
<i>AES Encryption and ADP</i>	-
<i>OTAR w/ Multikey</i>	-
<i>Keypad Mic GCAI APX</i>	-
<i>Enhancement Level 2.</i>	-
<i>E5 Control Head Remote Mount</i>	-
<i>Essential Warranty – 3 Years</i>	-
<i>Antenna</i>	-
<i>15W Water Resistant Speaker</i>	-
Mobile Radio Removal and Installation On-Site	4
	Pricing
MSRP	\$39,523.20
Total Discount	-\$13,596.80
Grand Total	\$25,926.40

APX6500 Mobiles Radio with O3 Control Head	Qty.
APX6500 Enhanced 7/800 Mobile	1
<i>P25 Trunking Phase 1</i>	-
<i>AES Encryption and ADP</i>	-
<i>OTAR w/ Multikey</i>	-
<i>Keypad Mic GCAI APX</i>	-
<i>Enhancement Level 2.</i>	-
<i>O3 Control Head Remote Mount</i>	-
<i>Essential Warranty – 3 Years</i>	-
<i>Antenna</i>	-
<i>15W Water Resistant Speaker</i>	-
Mobile Radio Removal and Installation On-Site	1
	Pricing
MSRP	\$9,578.00
Total Discount	-\$3,449.60
Grand Total	\$6,128.40

Optional Items	Additional Cost
Three Years - Annual Preventative Maintenance for five Mobile Radios	\$1,110.00

John Healy

From: Martin, David (ITD) <David.Martin@miamidade.gov>
Sent: Tuesday, October 18, 2022 10:22 AM
To: John Healy
Subject: Motorola APX Radio programming charges

You don't often get email from david.martin@miamidade.gov. [Learn why this is important](#)

[NOTICE: This message originated outside of the Town of Surfside -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good Morning Captain Healy,

The standard programming charge for new radios is \$55 per radio based on a 0.5 hour technician rate set by the Miami Dade County budget manual for FY 22/23.

Regards

Dave Martin, Telecommunications Manager
Miami Dade County
Information Technology Department
Radio Communication Services Division
6010 SW 87th Avenue
Miami Florida 33173
Phone: 305-596-8055
Cell: 305-790-7638
Fax: 305-596-8839
Email davem@miamidade.gov

"Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

5 NEW VEHICLE
RADIOS TO BE
PROGRAMMED AT
\$55.00 PER
TOTAL \$275.00

Miami Dade ITD

CARLOS ROS
6010 SW 87 AVE
MIAMI, FL 33173
Phone (305) 596-8061



Quotation valid until: 30 Days November 12, 2022
Prepared by: Carlos Ros

Surfside P.D

Comments or special instructions:

Description	PRICE	Quantity	AMOUNT
7300M,KIT,INSTALL,TRMT	\$262.80	4	\$1,051.20
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		TOTAL	\$1,051.20

If you have any questions concerning this quotation, contact: **Carlos Ros 305-596-8061**
THANK YOU FOR YOUR BUSINESS!

The Sign Savers, Corp

12385 SW 129 CT

Suite 101

Miami, FL 33186

Estimate

Date	Estimate #
10/13/2022	7051

Name / Address
Surfside Police 9293 Harding Ave Surfside, FL 33154

Project

Item	Description	Qty	Rate	U/M	Total
Commercial Par...	Town of Surfside Police subdued carbonized gray reflective decals on doors and rear hatch	2	900.00		1,800.00
Commercial Ful...	Town of Surfside Police reflective decals on doors and rear hatch	6	900.00		5,400.00
Installation	Professional installation by a 3M certified installer Price is subject to change. Variables that may affect pricing are: geographic location, make and model of vehicle, requests from t/a out of the ordinary.	8	200.00		1,600.00
			Subtotal		\$8,800.00
50% non-refundable deposit is required to begin design/production. 3% credit card processing fee will be added to all credit card payments.			Sales Tax (7.0%)		\$0.00
			Total		\$8,800.00

Phone #	E-mail	Web Site
3059099967	jen@thesignsavers.com	www.thesignsavers.com

Seminole County Sheriff's Office Agreement for Vehicle Emergency Lighting, Accessories & Installation

THIS AGREEMENT made and entered into the 21st day of December, 2020 by and between Dennis M. Lemma, Sheriff on behalf of the Seminole County Sheriff's Office whose address is 100 Eslinger Way, Sanford, Florida 32773, a Constitutional Officer of the political subdivision of Seminole County, State of Florida, holding tax exempt status, hereinafter referred to as "SCSO" and HG2 Emergency Lighting LLC, whose principal and local address is 477 N. Semoran Blvd, Orlando, FL 32807, hereinafter referred to as "VENDOR". SCSO and VENDOR are collectively referred to herein as the PARTIES.

WHEREAS, SCSO desires to retain VENDOR for the goods and/or services identified as vehicle emergency lighting, accessories and installation; and

WHEREAS, SCSO desires to retain VENDOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Services.

WHEREAS, the VENDOR is willing to provide their vehicle emergency lighting, accessories and installation to SCSO,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the PARTIES hereto as follows:

Section 1. General Provisions

- 1.1 The term "VENDOR" as used in this Agreement is hereby defined as that person or entity including employees and all other agents, servants, partners, principals, assignees and/or subcontractors providing services under this Agreement.
- 1.2 VENDOR acknowledges SCSO may retain other vendors to provide the same services. SCSO reserves the right to select which vendor shall provide services for SCSO's projects.
- 1.3 In providing all services pursuant to this Agreement, VENDOR shall maintain all professional licenses and certifications, shall abide by all federal laws, state statutes, county ordinances, applicable rules and regulations pertaining to or regulating the provision of such services including those now in effect and those hereafter adopted during the term of this Agreement. Any violations of said laws, statutes, ordinances, rules or regulations or loss of professional license or certification by VENDOR shall constitute a material breach of this Agreement and shall entitle SCSO to terminate this Agreement immediately upon delivery of written notice of termination to VENDOR as provided herein.
- 1.4 The recitals herein are true and correct and constitute a material part of this Agreement upon which the PARTIES have relied.
- 1.5 Each party represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for VENDOR certify that he/she/they is/are authorized to bind VENDOR fully to the terms of this Agreement.
- 1.6 When the term "law" is used herein, said phrase shall include statutes, codes, rules and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.
- 1.7 It is agreed that nothing herein contained is intended or should be construed as in any manner establishing a relationship of co-partners between the PARTIES, or as constituting VENDOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of SCSO for any purpose, or in any manner, whatsoever. VENDOR is to be and shall

remain forever an independent contractor with respect to all services performed under this Agreement.

- 1.8 Persons employed by VENDOR in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to SCSO's officers and employees either by operation of law or by SCSO.
- 1.9 VENDOR agrees to cooperate fully with the legal counsel of SCSO in addressing any claims, actions or lawsuits, which may arise from the actions of VENDOR or SCSO in the provision of services as set forth in this Agreement.
- 1.10 VENDOR shall comply with the requirements of the *Americans with Disabilities Act (ADA)*, and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- 1.11 SCSO will not intentionally award publicly-funded contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the Immigration and Nationality Act (INA)]. SCSO shall consider the employment by VENDOR of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by VENDOR of the employment provisions contained in Section 274A (e) of the INA shall be grounds for termination of this Agreement.
- 1.12 If applicable, in accordance with Section 216.347, *Florida Statutes*, VENDOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.
- 1.13 VENDOR shall advise SCSO in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.
- 1.14 VENDOR shall not knowingly engage in any action that would create a conflict of interest in the performance of that action of any SCSO employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

Section 2. Duration of Contract

- 2.1 This Agreement shall commence on December 21, 2020, and shall terminate on December 31, 2021, or until terminated by SCSO pursuant to the terms of this Agreement.
- 2.2 This Agreement shall automatically renew for two (2) additional (1) year periods unless either PARTY provides thirty (30) days' notice of non-renewal.

Section 3. Vendor Understanding of Services Required

VENDOR agrees that he/she is familiar with the goods and/or services to be provided and/or performed. VENDOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. VENDOR has informed SCSO, and hereby represents to SCSO, that it has extensive experience in performing and providing the goods and/or services described in this Agreement.

Section 4. Scope of Services

- 4.1 This Agreement is for vehicle emergency lighting, accessories and installations, as set forth herein and as otherwise directed by SCSO to include all labor and materials that may be required. The services and/or goods required by this Agreement shall be described and depicted in the explanatory

"HG2 Emergency Lighting LLC Catalog 2020" document attached to this Agreement as Exhibit "A". All such writings are included as exhibits and are thereby incorporated to this Agreement.

- 4.2 If, during the course of work, VENDOR encounters unforeseen conditions which affect the work and which could not initially be evaluated, VENDOR shall not proceed without written or verbal authorization of SCSO's Designated Representative.
- 4.3 VENDOR shall have appropriate transportation and an adequate inventory of tools and equipment to perform work in a timely manner.
- 4.4 Materials and equipment shall be new, unless otherwise specified and meet or exceed the applicable specifications or standards.
- 4.5 Emergency work may be ordered verbally by SCSO's Designated Representative.
- 4.6 VENDOR shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to SCSO, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by SCSO.
- 4.7 SCSO's Designated Representative must be notified immediately if a supervisor/contact person is replaced. The name and telephone number of the new supervisor/contact person shall be furnished at that time.

Section 5. Warranty

VENDOR shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a minimum period of twelve (12) months from date of delivery/acceptance by SCSO. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, VENDOR shall be responsible for repairing the equipment on site at no cost to SCSO. All warranty provisions of the Uniform Commercial Code shall additionally apply.

Section 6. Compensation

- 6.1 Compensation shall be paid with a 23.5% catalog discount off of list price in accordance with the schedule of charges as set forth in Exhibit "A" - HG2 Emergency Lighting LLC Catalog 2020 attached hereto. Any other brands not listed in Exhibit A shall be paid with a 5% discount off of list pricing.
- 6.2 The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which VENDOR completed services referenced in an invoice.
- 6.3 SCSO shall remit payment within thirty (30) days of receipt of a correct invoice. All invoices shall reference this agreement number. Invoices shall be sent to the following address:

Email: FinanceAccountsPayable@seminolesheriff.org

or

US Mail:

Attn: Accounts Payable
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, FL 32773

- 6.4 **Material Price Increases.** Vendor shall submit immediately to SCSO Price Increase Notifications from the manufacturer along with an updated price sheet, for consideration/approval. However, the notification must occur no later than at least 30 days prior to previously scheduled work.

Section 7. Designated Representatives

SCSO designates the below named employee or his/her designated representative, to represent SCSO in all matters pertaining to and arising from the work and the performance of this Agreement. Until further notice from SCSO, the designated representative for this Agreement is:

John Blackwood, Director, Fleet
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, FL 32773
Email: jblackwood@seminolesheriff.org

VENDOR's designated representative is:

Ali Bhojani
Director of Sales
477 N. Semoran Blvd
Orlando, FL 32807
rooparobhojani@aol.com

Section 8. Termination of Agreement

- 8.1 By SCSO. SCSO may terminate this Agreement at any time or for any one (1) or more of the reasons as follows:
- 8.1.1 If, in SCSO's opinion, adequate progress is not being made by VENDOR due to VENDOR's failure to perform; or
 - 8.1.2 If, in SCSO's opinion, the quality of the goods and/or services provided by VENDOR is/are not in conformance with commonly accepted professional standards, standards of SCSO, and the requirements of Federal and/or State regulatory agencies, and VENDOR has not corrected such deficiencies in a timely manner as reasonably determined by SCSO.
- 8.2 In the event of any of the causes described in this Section, SCSO's designated representative may send a certified letter to VENDOR requesting VENDOR show cause why the Agreement should not be terminated. If assurance satisfactory to SCSO of corrective measures to be made within a reasonable time is not given to SCSO within seven (7) calendar days of the date of the letter, SCSO may consider VENDOR to be in default, and may then immediately terminate this Agreement.
- 8.3 In the event this Agreement is terminated for cause and it is later determined the cause does not exist, then this Agreement shall be deemed terminated for convenience by SCSO and SCSO shall have the right to so terminate this Agreement without any recourse by VENDOR.
- 8.4 SCSO may by written notice to VENDOR, terminate this Agreement with thirty (30) days' notice.
- 8.5 VENDOR, may by written notice to SCSO, terminate this Agreement with thirty (30) days' notice.

Section 9. Liability, Waiver, Indemnity and Insurance.

- 9.1 Liability. VENDOR shall be responsible for the professional quality, accepted standards, safety, and the coordination of all goods and/or services furnished by VENDOR under this Agreement as well as the conduct of its staff, personnel, employees and agents.
- 9.2 No Waiver. Neither SCSO's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and VENDOR shall be and remain liable to SCSO in accordance with applicable law for all damages to SCSO or the public caused by VENDOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement. The failure of SCSO to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right or privilege granted to SCSO hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
- 9.3 Indemnity. To the fullest extent permitted by law, VENDOR shall indemnify, hold harmless and defend SCSO, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney fees and other actual legal costs incurred. The indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for VENDOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. Additionally, VENDOR accepts responsibility for all damages resulting in any way related to the performance of work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of SCSO as set forth in Section 768.28, *Florida Statutes*.
- 9.4 Insurance. VENDOR shall obtain or possess and continuously maintain the following insurance coverage and will provide Certificates of Insurance to SCSO evidencing such insurance, prior to completing any work under this Agreement. VENDOR will be required to name **SCSO and the Florida Sheriff's Risk Management Fund** as an additional insured on the required policy. The following are the insurance terms and conditions that are acceptable to SCSO:

Workers' Compensation/Employer's Liability: VENDOR shall provide coverage for all employees for statutory limits in compliance with laws of the State of Florida. The policy must include Employer's Liability with a limit of \$100,000 each accident, \$100,000 each employee, and \$100,000 policy limit for disease. Policy shall include a waiver of subrogation in favor of SCSO.

Workers' Compensation Exemption: If VENDOR claims exemption from Workers' Compensation coverage, for and in consideration of the sums paid to VENDOR by SCSO for the services provided in this Agreement, VENDOR hereby agrees to release SCSO and its respective officers, agents and employees from and to indemnify each of them against any and all claims and causes of action for injury, death, disease, or employer liability arising from or in connection with VENDOR's performance of the services in this Agreement, save and except such personal injury, death, disease or employer liability as are caused by the sole negligence of SCSO. VENDOR certifies per Florida Statute Chapter 440.055, VENDOR has posted clear written notice in a conspicuous location at VENDOR's worksite directed to all employees of the employees' lack of entitlement to workers' compensation benefits. VENDOR further certifies VENDOR qualifies for exemption from workers' compensation insurance requirements under State of Florida law and shall provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

Comprehensive General Liability: VENDOR shall provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury. Coverage shall also include Independent Contractors Liability. The limits will not be less than:

\$1,000,000.00 - Bodily Injury & Property Damage – Per Occurrence

\$1,000,000.00 – General Aggregate

Claims Made Basis Insurance Policies: All insurance policies written on a Claims Made basis shall maintain a retroactive date prior to or equal to the effective date of the Agreement. Vendor shall purchase a Supplemental Extended Reporting Period (SERP) policy with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence, or any other event which requires the purchase of SERP to cover a gap in insurance for claims which may arise under or related to this Agreement. VENDOR's purchase of the SERP shall not relieve VENDOR of the Obligation to provide replacement coverage. In addition, VENDOR shall require the insurance carrier to immediately inform SCSO of any contractual obligations that may alter its liability cover under this Agreement.

Commercial Automobile Liability: VENDOR shall maintain automobile liability insurance for all owned; non-owned and hired vehicles with a limit of not less than \$500,000 per accident for bodily injury and property damage liability.

The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except aggregate coverage, thirty (30) days prior notice will be given to SCSO by submission of a new Certificate of Insurance. VENDOR shall furnish the Certificate of Insurance directly to the following:

Seminole County Sheriff's Office
Procurement and Agreements Section
100 Eslinger Way
Sanford, Florida 32773

VENDOR must also furnish an informational copy to the Designated Representative identified in this Agreement.

- 9.5 VENDOR shall submit a report to SCSO within twenty-four (24) hours of the date of any incident resulting in damage or reasonably likely to result in a claim of damage.

Section 10. Assignability

VENDOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to any person or entity without written SCSO approval. When approved by SCSO, written notice of such assignment or transfer shall be furnished promptly to SCSO.

Section 11. Entire Agreement.

This Agreement, together with the exhibit(s), if any, constitutes the full and complete Agreement between SCSO and VENDOR and supersedes all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal written amendment. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the PARTIES.

Section 12. Force Majeure

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

Section 13. Remedies

The rights and remedies of SCSO, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

Section 14. Controlling Laws/Venue/Interpretation

This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

Section 15. Access to Records/ Audit/Public Records

- 15.1 VENDOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- 15.2 VENDOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision of services under this Agreement and date of final payment for said services, or date of termination of this Agreement.
- 15.3 SCSO may perform, or cause to have performed, an audit of the records of VENDOR before or after final payment to support final payment issued hereunder. This audit shall be performed at a time mutually agreeable to VENDOR and SCSO subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to VENDOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to VENDOR. If such audit confirms that VENDOR was underpaid, VENDOR shall submit an invoice to SCSO within fifteen (15) days of notice of underpayment for the balance owed. Conduct of this audit shall not delay final payment as required by this Section. VENDOR shall have no obligation to pay any costs incurred in any audit performed by SCSO or at SCSO's direction and such costs shall be the sole obligation of SCSO.
- 15.4 In addition to the above, if Federal, State, County, or other entity funds are used for services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of VENDOR which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
- 15.5 In the event of any audit or inspection conducted reveals any overpayment by SCSO under the terms of the Agreement, VENDOR shall refund such overpayment to SCSO within thirty (30) days of notice by SCSO of the request for the refund.
- 15.6 VENDOR shall keep and maintain public records required by SCSO to perform the services provided within the scope of this agreement. Upon request from SCSO's Custodian of Public Records, VENDOR shall provide SCSO with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. VENDOR 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 contract term and following completion of the contract if VENDOR does not transfer the records to SCSO. Upon completion of the agreement, VENDOR shall transfer, at no cost, to the public agency all public records in possession of VENDOR or keep and maintain public records required by SCSO to perform the services provided within the scope of this agreement. If VENDOR transfers all public records to SCSO upon completion of the agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SCSO upon request from SCSO's Custodian of Public Records, in a format that is compatible with the information technology systems of SCSO.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS VIA TELEPHONE AT 407-665-6690, EMAIL AT recordsrequest@seminolesheriff.org, OR VIA MAIL AT 100 ESLINGER WAY, SANFORD, FL 32773.

- 15.7 VENDOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Section 16. Compliance with E-Verify Requirements (Florida Statute 448.095(2))

The Parties represent they are registered with the E-Verify system and will use the E-Verify system to verify the work authorization status of all its employees hired on or after January 1, 2021.


If VENDOR enters into a contract with a subcontractor, VENDOR must require and the subcontractor must provide to VENDOR, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. A copy of this affidavit must be provided to SCSO within 15 days of the VENDOR's contract with the subcontractor.

If SCSO has a good faith belief that VENDOR has knowingly violated Section 448.09(1), Florida Statutes, SCSO shall terminate this contract with VENDOR. A contract so terminated for failure to comply with the requirements of Section 448.095(2) is not a breach of this contract and may not be considered as such.


If SCSO has a good faith belief that a subcontractor who has contracted with VENDOR to this contract has knowingly violated Section 448.09(1), but VENDOR otherwise complied, SCSO will promptly notify VENDOR and order VENDOR to immediately terminate the contract with the subcontractor. If VENDOR fails to immediately terminate the contract with the subcontractor upon receipt of SCSO's notice, this will constitute a termination of this contract for failure to comply and said termination is not a breach of this contract and may not be considered as such.

If SCSO terminates a contract with VENDOR as outlined herein, VENDOR understands that it may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Additionally, VENDOR will be liable for any additional costs incurred by SCSO as a result of the termination of this contract.

IN WITNESS WHEREOF, the PARTIES hereto have made and executed this Agreement on the respective dates under each signature: SCSO through its Designee on the 21st day of December, 2020, and VENDOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.


Monsour Baker
Witness

HG2 EMERGENCY LIGHTING LLC


Ali Bhojani
Authorized Agent for VENDOR

SEMINOLE COUNTY SHERIFF'S OFFICE

Roberta Stanton
Witness


Lisa Spriggs, Chief of Administrative Services

Attachments:

Exhibit A – HG2 Emergency Lighting LLC Catalog 2020 – Scope of Services and Price List

Completely Interactive
AUTOMOTIVE + EMERGENCY LIGHTING
EFFECTIVE JANUARY 1, 2020



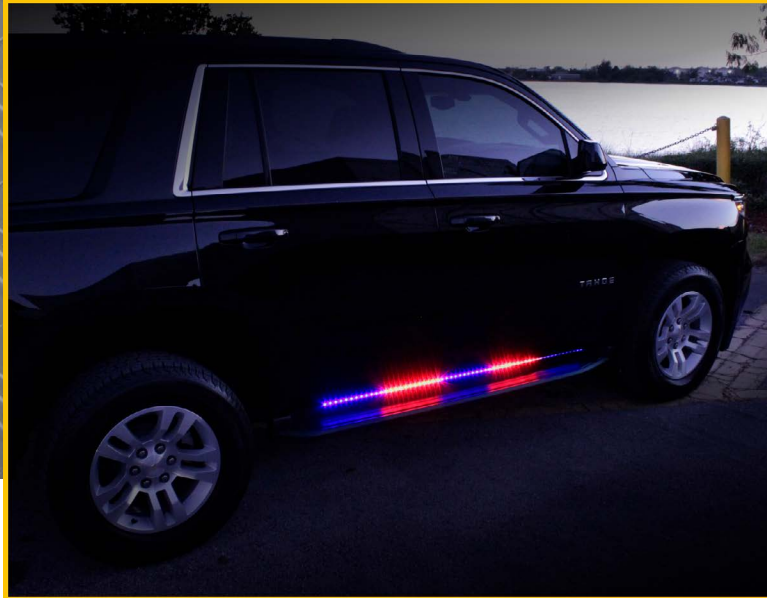
CATALOG 2020

866.468.4569 | www.HG2Lighting.com



HG2 /// SIDE RUNNER ///

GENERATION ONE



DESCRIPTION

HG2 Emergency Lighting System developed to enhance the outline of a vehicle's side profile, offering maximum visibility and better defining of the vehicles profile. Using high-intensity optics creating a safer environment for any responder.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold in pairs (Driver & passenger side)
- Manufactured, Designed and Assembled in the USA
- Light can be surface mounted to any interior or exterior of the vehicle
- Low profile powder coated extruded and weather resistant aluminum
- 21 feet of wire cable
- (1) Controller for all lights / 20 Flash Patterns
- Super bright LED side visibility solution with anodized cab housing
- Weather resistant against water, heat, salt and snow
- 3 Mounting Options (Standard, Truck Aluminum, L-Bracket)
- 5 year warranty

SPECIFICATIONS

APPLICATION

Exterior Use

MOUNTING

Surface Mount

DIMENSIONS

L(62")xH(1")xD(5")

L(68")xH(1")xD(5")

L(72")xH(1")xD(5")

INPUT VOLTAGE

9-15 VDC

STAND-BY CURRENT DRAW

.001A

OPERATING TEMPERATURE

-4° to 185° F (-20° to 85° C)

CURRENT DRAW

1.5A Average
60 5mm High-intensity,
wide-angle LEDs

FLASH PATTERNS

20

CHASSIS

Black Finish Powder Coated
Aluminum Housing

CERTIFICATIONS

SAE J595 Class 2

U.S. PATENT

#8,480,253 B1

HG2 SIDE RUNNER

GENERATION ONE

72" 2PC Runner Kit (Driver and Passenger Side) Includes Flash Controller

PRICE FOR PAIR

MODEL #	QTY	DIMENSIONS
HG22PC72XX	2	72"(L) x .5"(H) x 1"(D)

\$799.00

AVAILABLE VEHICLES

- Chevrolet Silverado (2014+)
- Chevrolet Impala (2014+)
- Chevrolet Caprice (2014+)
- Chevrolet Suburban (2014+)
- Chevrolet Malibu (2014+)
- Chrysler 300 (2014+)
- Ford Expedition (2014+)
- Ford F150 (2014+)
- Ford F250+ (2014+)
- Dodge Charger (2014+)
- Dodge Ram (2014+)

68" 2PC Runner Kit (Driver and Passenger Side) Includes Flash Controller

PRICE FOR PAIR

MODEL #	QTY	DIMENSIONS
HG22PC68XX	2	68"(L) x .5"(H) x 1"(D)

\$799.00

AVAILABLE VEHICLES

- Chevrolet Tahoe (2014+)
- Chevy Traverse (2014+)
- Chevy Camaro (2014+)
- Ford Interceptor SUV/Explorer* (2014+)
- Ford Interceptor Sedan/Taurus* (2014+)
- Ford Fusion (2014+)
- Ford Escape (2015+) (60")
- Ford Mustang (2014+)
- Dodge Challenger (2014+)
- Dodge Journey (2014+)
- Dodge Durango (2014+)
- Toyota Camry (2014+)
- Dodge Ram (2015+)

12"-62" 2PC Runner Kit (Driver and Passenger Side) Includes Flash Controller

PRICE FOR PAIR

MODEL #	QTY	DIMENSIONS
HG22PC62XX	2	62"(L) x .5"(H) x 1"(D)
HG22PC50XX	2	50"(L) x .5"(H) x 1"(D)
HG22PC38XX	2	38"(L) x .5"(H) x 1"(D)
HG22PC26XX	2	26"(L) x .5"(H) x 1"(D)
HG22PC12XX	2	12"(L) x .5"(H) x 1"(D)

\$599.00

\$579.00

\$529.00

\$479.00

\$399.00

ORDERING KEY

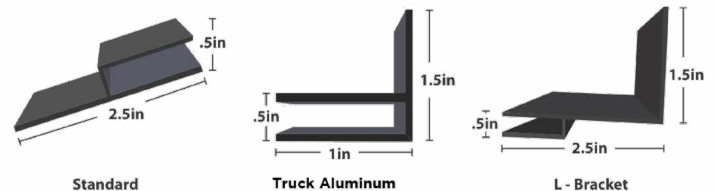
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG22PC72**BR** - 72" Runner Kit Colored Blue, Red

Ex 2: HG22PC68**BB** - 68" Runner Kit Colored Blue, Blue

MOUNTING OPTIONS



*Depending on model year, some vehicle may require additional bracket of \$40.00 per Side

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 /// REAR RUNNER / TAILGATE ///

GENERATION ONE



DESCRIPTION

HG2 Emergency Lighting System developed to enhance the outline of a vehicle's side profile, offering maximum visibility and better defining of the vehicles profile. Using high-intensity optics creating a safer environment for any responder.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold in pairs (Driver & passenger side)
- Manufactured, Designed and Assembled in the USA
- Light can be surface mounted to any interior or exterior of the vehicle
- Low profile powder coated extruded and weather resistant aluminum
- 21 feet of wire cable
- (1) Controller for all lights / 20 Flash Patterns
- Super bright LED side visibility solution with anodized cab housing
- Weather resistant against water, heat, salt and snow
- 3 Mounting Options (Standard, Truck Aluminum, L-Bracket)
- 5 year warranty

SPECIFICATIONS

APPLICATION

Exterior Use

MOUNTING

Surface Mount

DIMENSIONS

L(60")xH(1")xD(5")

L(62")xH(1")xD(5")

INPUT VOLTAGE

9-15 VDC

STAND-BY CURRENT DRAW

.001A

OPERATING TEMPERATURE

-4° to 185° F (-20° to 85° C)

CURRENT DRAW

1.5A Average

1A min. / 3A max dependent
on flash pattern

60 5mm High-intensity,
wide-angle LEDs

FLASH PATTERNS

20

CHASSIS

Black Finish Powder Coated
Aluminum Housing

CERTIFICATIONS

SAE J595 Class 2

U.S. PATENT

#8,480,253 B1

HG2 REAR RUNNER

GENERATION ONE

62" 1PC Runner Truck Kit (Rear Tailgate) Includes Flash Controller

SALES PRICE

MODEL #	QTY	DIMENSIONS
HG21TKK62XX	1	62"(L) x .5"(H) x 1"(D)

\$599.00

AVAILABLE VEHICLES

- Chevrolet Silverado / 1500 HD / 2500 HD
- GMC Sierra (2014-2020)
- Chevrolet Avalanche (2014-2020)
- Dodge Ram (2014-2020)
- Ford F-Series (2014-2020)
- Toyota Tachoma (2014-2020)
- Toyota Tundra (2014-2020)
- Nissan Titan (2014-2020)

60" 1PC Runner SUV Kit (Rear Tailgate) Includes Flash Controller

SALES PRICE

MODEL #	QTY	DIMENSIONS
HG21SUV60XX	1	60"(L) x .5"(H) x 1"(D)

\$599.00

AVAILABLE VEHICLES

- Chevrolet Tahoe (2011-2014) (68" sides)
- Chevrolet Suburban (2011-2014)

ORDERING KEY

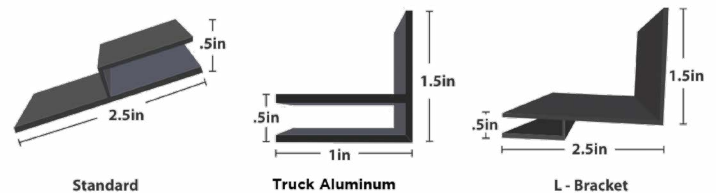
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG21TKK62**BR** - 62" Runner Truck Kit Colored Blue, Red

Ex 2: HG21TKK60**BB** - 60" Runner Kit Colored Blue, Blue

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 REAR RUNNER + HG2 SIDE RUNNER

GENERATION ONE

3PC Runner Truck Kit (Driver, Passenger Side and Rear Tailgate) Flash Controller

Includes

PRICE FOR ALL 3

MODEL #	QTY	DIMENSIONS
HG23TK7260XXXX	2	72"(L) x .5"(H) x 1"(D)
	1	60"(L) x .5"(H) x 1"(D)

\$1199.00

AVAILABLE VEHICLES

- Chevrolet Silverado / 1500 HD / 2500 HD
- GMC Sierra (2014-2020)
- Chevrolet Avalanche (2014-2020)
- Dodge Ram (2014-2020)
- Ford F-Series (2014-2020)
- Toyota Tachoma (2014-2020)
- Toyota Tundra (2014-2020)
- Nissan Titan (2014-2020)

3PC Runner SUV Kit (Driver, Passenger Side and Rear Tailgate) Flash Controller

Includes

PRICE FOR ALL 3

MODEL #	QTY	DIMENSIONS
HG23SUV6860XXXX	2	72"(L) x .5"(H) x 1"(D)
	1	60"(L) x .5"(H) x 1"(D)

\$1199.00

AVAILABLE VEHICLES

- Chevrolet Tahoe (2011-2014) (68" sides)
- Chevrolet Suburban (2011-2014)

ORDERING KEY

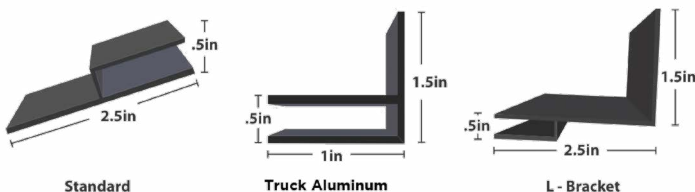
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG22PC72BR-BR - 60" Runner Kit
Colored Blue, Red
with Rear Runner Colored Blue, Red

Ex 2: HG22PC68BB-AA - 68" Runner Kit
Colored Blue, Blue
with Rear Runner Colored Amber, Amber

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 CROSSFIRE

GENERATION ONE



DESCRIPTION

HG2 Crossfire License plate frame is a outward-facing tag bezel integrating a state-of-the-art emergency lighting system designed for maximum visibility with a minimal footprint. The lighting design features optics mounted at grazing angles -enhancing visibility by emitting brighter light onto a broader field of view.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

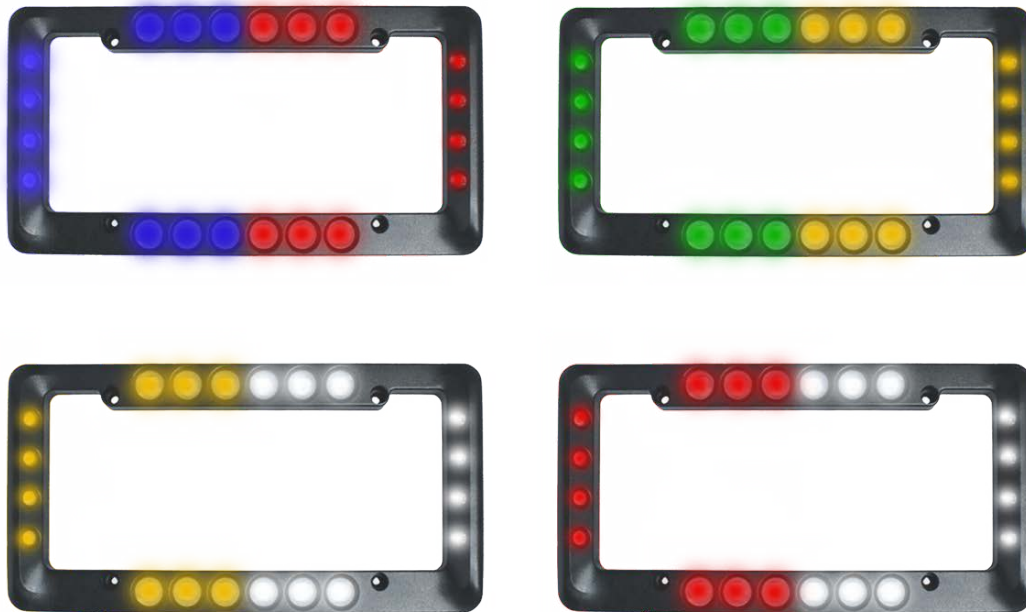
- Sold as one
- Manufactured, Designed and Assembled in the USA
- 3 feet of wire cable
- Self-contained flash controllers with 8 patterns
- Easy Installation
- Universal design allows for easy fit for all vehicles
- Weather resistant against water, heat, salt and snow
- 5 year warranty

SPECIFICATIONS

APPLICATION Exterior Use	STAND-BY CURRENT DRAW .001A	FLASH PATTERNS 8
MOUNTING Surface Mount	OPERATING TEMPERATURE -4° to 185° F (-20° to 85° C)	CHASSIS Cast Aluminum, black powder coat finish
DIMENSIONS L(12.375")xH(6.375") xD(1.1875")	CURRENT DRAW 4A Average 2A min. / 4A max dependent on flash pattern	CERTIFICATIONS SAE J595 Class 2
INPUT VOLTAGE 9-15 VDC	12-20mm LEDs, 8-10mm LEDs	U.S. PATENT Patent # 9,283,889

HG2 /// CROSSFIRE ///

GENERATION ONE



1PC Crossfire License Plate Frame (With 8 Flash Patterns)

SALES PRICE

MODEL #	QTY	DIMENSIONS
HG2CROSSFIREXX	1	12.375"(L) x 6.375"(H) x 1.1875"(D)

\$399.00

ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2CROSSFIRE**BR** - HG2 Crossfire License Plate Frame colored Blue, Red

Ex 2: HG2CROSSFIRE**AG** - HG2 Crossfire License Plate Frame colored Amber, Green



HG2 FRONT VISOR

&

HG2 REAR VISOR



DESCRIPTION

HG2 Front/Rear Visor is one of the most low profile interior light bars solutions with little or no visual obstruction to the driver. Each Front Visor utilizes the entire real estate of the windshield, custom built to every vehicles specific frame.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold as one
- Manufactured, Designed and Assembled in the USA
- 21 feet of wire cable
- Self-contained flash controllers with 20 patterns
- Custom / Vehicle specific
- 5 year warranty

SPECIFICATIONS

APPLICATION
Interior Use

MOUNTING
Surface Mount

DIMENSIONS
Varies By Vehicle

INPUT VOLTAGE
9-15 VDC

STAND-BY CURRENT DRAW
.001A

OPERATING TEMPERATURE
-4° to 185° F (-20° to 85° C)

CURRENT DRAW
4A Average
2A min. / 4A max dependent
on flash pattern
12-20mm LEDs,
8-10mm LEDs

FLASH PATTERNS
20

CHASSIS
Cast Aluminum, black
powder coat finish

CERTIFICATIONS
SAE J595 Class 2

U.S. PATENT
Patent Pending

HG2 FRONT VISOR & HG2 REAR VISOR

GENERATION ONE

1PC Front Visor / Interior Light Bar			SALES PRICE
MODEL #	QTY	DIMENSIONS	
HG2FRNTVSRXX	1	Varies by Vehicle	\$1499.00

Includes Flash Controller

Additional Options

Take Downs

ADDTL

\$100.00

1PC Rear Visor / Interior Light Bar			SALES PRICE
MODEL #	QTY	DIMENSIONS	
HG2REARVSRXX	1	Varies by Vehicle	\$1199.00

Includes Flash Controller

ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2FRONTVSRBR-W - HG2 Front Visor colored Blue, Red with Takedowns

Ex 2: HG2REARVSRAG - HG2 Rear Visor colored Amber, Green



HG2 **GRILLE LIGHTS**

GENERATION ONE



DESCRIPTION

HG2 Grille Light is designed to custom fit your specific vehicle.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold as four (4)
- Manufactured, Designed and Assembled in the USA
- Low profile powder coated extruded and weather resistant aluminum
- 21 feet of wire cable
- (1) Controller for all lights / 20 Flash Patterns
- Super bright LED side visibility solution with anodized cab housing
- 3 Mounting Options (Standard, Truck Aluminum, L-Bracket)
- Weather resistant against water, heat, salt and snow
- 3 Year Warranty

SPECIFICATIONS

APPLICATION Exterior Use	STAND-BY CURRENT DRAW .001A	FLASH PATTERNS 20
MOUNTING Surface Mount	OPERATING TEMPERATURE -4° to 185° F (-20° to 85° C)	CHASSIS Cast Aluminum, black powder coat finish
DIMENSIONS L(10")xH(6.375")xD(1.1875")	CURRENT DRAW 4A Average 2A min. / 4A max dependent on flash pattern 12-20mm LEDs, 8-10mm LEDs	CERTIFICATIONS SAE J595 Class 2
INPUT VOLTAGE 9-15 VDC		U.S. PATENT Patent Pending

HG2 GRILLE LIGHTS

GENERATION ONE

4PC Grille Lights

Flash Controller Included

PRICE FOR
ALL 4

MODEL #	QTY	DIMENSIONS
HG2GRILLEXX	4	10"(L) x 6.375"(H) x 1.1875"(D)

\$499.00

8PC Grille Lights

Flash Controller Included

PRICE FOR
ALL 8

MODEL #	QTY	DIMENSIONS
HG2GRILLEXX	8	10"(L) x 6.375"(H) x 1.1875"(D)

\$699.00

ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2GRILLE**BR** - HG2 Grille Lights colored Blue, Red

Ex 2: HG2GRILLE**AG** - HG2 Grille Lights colored Amber, Green





SIDE RUNNER

GENERATION TWO



DESCRIPTION

HG2 Z-Technology Allows for increased customization, utility in abstract locations on vehicles, and overall specific and pinpoint precision for lighting array and visibility. With a micro-controller integrated into the housing, now no longer requiring a separate controller, this ground-breaking innovation is unparalleled within the industry and is sure to influence many other products in its wake.

Recommendation:

To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold in pairs (Driver & passenger side)
- Manufactured, Designed and Assembled in the USA
- 21 feet of wire cable
- Self contained controller / 20 Flash Patterns
- Include Cruise and Directional Mode standard
- Light can be surface mounted to any interior or exterior of the vehicle
- Low profile powder coated extruded and weather resistant aluminum
- Super bright LED side visibility solution with anodized cab housing
- Weather resistant against water, heat, salt and snow
- 3 Mounting Options (Standard, Truck Aluminum, L-Bracket)
- 5 year warranty

SPECIFICATIONS

APPLICATION Exterior Use	STAND-BY CURRENT DRAW .001A	FLASH PATTERNS 20
MOUNTING Surface Mount	OPERATING TEMPERATURE -4° to 185° F (-20° to 85° C)	CHASSIS Cast Aluminum, black powder coat finish
DIMENSIONS L(12.375")xH(6.375") xD(1.1875")	CURRENT DRAW 4A Average 2A min. / 4A max dependent on flash pattern	CERTIFICATIONS SAE J595 Class 2
INPUT VOLTAGE 9-15 VDC	12-20mm LEDs, 8-10mm LEDs	U.S. PATENT #8,480,253 B1

HG2

Z-DRIVE TECHNOLOGY

SIDE RUNNER

GENERATION TWO

SINGLE COLOR

2PC Z-Drive Runner Kit (Driver and Passenger Side)

Includes Flash Controller

PRICE FOR PAIR

MODEL #	QTY	DIMENSIONS
HG2ZDM7XX	2	79.50"(L) x .5"(H) x 1"(D)
HG2ZDM6XX	2	67.99"(L) x .5"(H) x 1"(D)
HG2ZDM5XX	2	56.48"(L) x .5"(H) x 1"(D)
HG2ZDM4XX	2	44.97"(L) x .5"(H) x 1"(D)
HG2ZDM3XX	2	33.46"(L) x .5"(H) x 1"(D)
HG2ZDM2XX	2	21.95"(L) x .5"(H) x 1"(D)
HG2ZDM1XX	2	10.44"(L) x .5"(H) x 1"(D)

\$1499.00

\$1299.00

\$1099.00

\$899.00

\$699.00

\$499.00

\$399.00

Additional Options

ADDTL

HG2 Ghost Mode (Smoked Optic)

\$150.00

ORDERING KEY

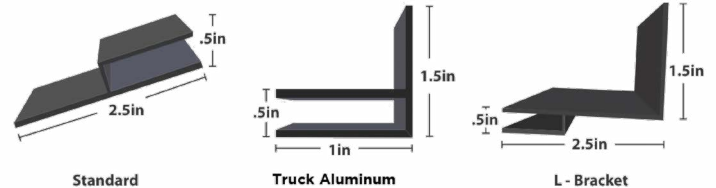
The "X" in the model number represents a color mode

Available colors are **Amber, Blue, Green, Red, White**

Ex 1: HG2ZDM1**BR** - Z-Drive Runner Kit 1 Module, Colored Blue Red

Ex 2: HG2ZDM4**BR** - Z-Drive Runner Kit 4 Module, Colored Blue Red

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 SIDE RUNNER

Z-DRIVE TECHNOLOGY

GENERATION TWO

DUAL COLOR	2PC Z-Drive Runner Kit (Driver and Passenger Side)			Includes Flash Controller	PRICE FOR PAIR
	MODEL #	QTY	DIMENSIONS		
	HG2ZDM7XXXX	2	79.50"(L) x .5"(H) x 1"(D)		\$1899.00
	HG2ZDM6XXXX	2	67.99"(L) x .5"(H) x 1"(D)		\$1699.00
	HG2ZDM5XXXX	2	56.48"(L) x .5"(H) x 1"(D)		\$1499.00
	HG2ZDM4XXXX	2	44.97"(L) x .5"(H) x 1"(D)		\$1099.00
	HG2ZDM3XXXX	2	33.46"(L) x .5"(H) x 1"(D)		\$899.00
	HG2ZDM2XXXX	2	21.95"(L) x .5"(H) x 1"(D)		\$699.00
	HG2ZDM1XXXX	2	10.44"(L) x .5"(H) x 1"(D)		\$599.00

Additional Options

HG2 Ghost Mode (Smoked Optic)

ADDTL

\$150.00

ORDERING KEY

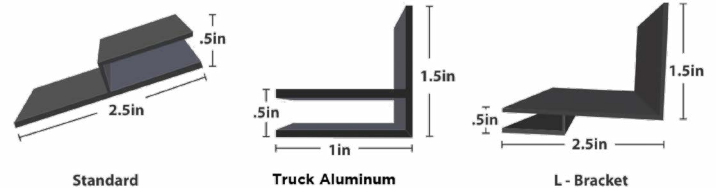
The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2ZDM1**BR** - Z-Drive Runner Kit 1 Module, Colored Blue Red

Ex 2: HG2ZDM4**BR** - Z-Drive Runner Kit 4 Module, Colored Blue Red

MOUNTING OPTIONS



* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email [y](mailto:info@hg2lighting.com).

HG2**Z-DRIVE REAR TAILGATE****GENERATION TWO****SINGLE
COLOR****1PC Z-Drive Runner Truck Kit** (Rear Tailgate) Includes Flash Controller**SALES
PRICE**

MODEL #	QTY	DIMENSIONS
HG2ZDTKXX	1	56.48"(L) x .5"(H) x 1"(D)

\$799.00**DUAL
COLOR****1PC Z-Drive Runner Truck Kit** (Rear Tailgate) Includes Flash Controller**SALES
PRICE**

MODEL #	QTY	DIMENSIONS
HG2ZDTKXXXX	1	56.48"(L) x .5"(H) x 1"(D)

\$999.00**AVAILABLE VEHICLES**

- Dodge Ram (2014-2020)
- Ford F-Series** (2014-2020)
- Toyota Tachoma (2014-2020)
- Nissan Titan (2014-2020)
- GMC Sierra (2014-2020)
- Chevy Silverado (2014-2020)

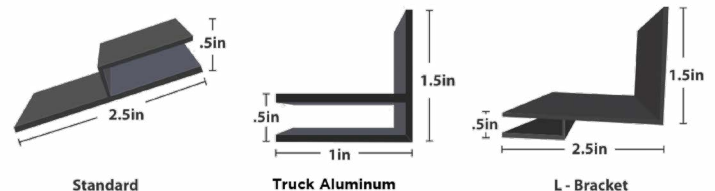
ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2ZDT**BR** - Z-Drive Runner Truck Kit, Colored Blue Red

Ex 2: HG2ZDT**BRBR** - Z-Drive Runner Truck Kit, Colored Blue Red with Blue Red

MOUNTING OPTIONS

* Depending on model year, some vehicles may require an additional bracket at \$40.00 per kit.

For custom size orders or other questions about HG2 Runners please contact us via email sales@hg2lighting.com.

HG2 REAR STEP PAD

Z-DRIVE TECHNOLOGY

GENERATION TWO



DESCRIPTION

HG2 Z-Technology Allows for increased customization, utility in abstract locations on vehicles, and overall specific and pinpoint precision for lighting array and visibility. With a micro-controller integrated into the housing, now no longer requiring a separate controller, this ground-breaking innovation is unparalleled within the industry and is sure to influence many other products in its wake. Replacing OEM Step pad.

Recommendation:
To ensure maximum visibility consider using all HG2 lighting products to your advantage.

- Sold as one
- Manufactured, Designed and Assembled in the USA
- 21 feet of wire cable
- Self contained controller / 20 Flash Patterns
- Include Cruise and Directional Mode standard
- Weather resistant against water, heat, salt and snow
- 5 year warranty

SPECIFICATIONS

<p>APPLICATION Exterior Use</p>	<p>STAND-BY CURRENT DRAW .001A</p>	<p>FLASH PATTERNS 20</p>
<p>MOUNTING Surface Mount</p>	<p>OPERATING TEMPERATURE -4° to 185° F (-20° to 85° C)</p>	<p>CHASSIS OEM Step Pad Replacement with LED Optics</p>
<p>DIMENSIONS Varies By Vehicle</p>	<p>CURRENT DRAW 4A Average 2A min. / 4A max dependent on flash pattern 12-20mm LEDs, 8-10mm LEDs</p>	<p>CERTIFICATIONS SAE J595 Class 2</p> <p>U.S. PATENT Patent Pending</p>
<p>INPUT VOLTAGE 9-15 VDC</p>		

HG2 REAR STEP PAD

Z-DRIVE TECHNOLOGY

GENERATION TWO

SINGLE COLOR	1PC Z-Drive Rear Step Pad (Rear Tailgate) Includes Flash Controller			SALES PRICE
	MODEL #	QTY	DIMENSIONS	\$1099.00
	HG2ZDTAHXX	1	61.1"(L) x .5"(H) x 1"(D)	

AVAILABLE VEHICLES

- Chevy Tahoe (2015-2020)
- GMC Yukon (2015-2020)
- Chevrolet Surburban (2015-2020)

DUAL COLOR	1PC Z-Drive Rear Step Pad (Rear Tailgate) Includes Flash Controller			SALES PRICE
	MODEL #	QTY	DIMENSIONS	\$1299.00
	HG2ZDTAHXXXX	1	61.1"(L) x .5"(H) x 1"(D)	

AVAILABLE VEHICLES

- Chevy Tahoe (2015-2020)
- GMC Yukon (2015-2020)
- Chevrolet Surburban (2015-2020)

Additional Options	ADDTL
HG2 Ghost Mode (Smoked Optic)	\$75.00

ORDERING KEY

The "X" in the model number represents a color mode

Available colors are
Amber, Blue, Green, Red, White

Ex 1: HG2ZDTAH**BR** - Z-Drive Rear Step Pad, Colored Blue Red

Ex 2: HG2ZDTAH**BRBR** - Z-Drive Rear Step Pad, Colored Blue Red with Blue Red



HG2 // DS1



DUAL COLOR

1PC DS1 Light Module Includes Flash Controller

MODEL #	QTY	DIMENSIONS
HG2DS1-XX	1	5.625"(L) x 1"(H) x 0.625"(D)

For orders or other questions about the HG2 DS1 please contact us via email sales@hg2lighting.com.

DESCRIPTION

The HG2 DS1 Lights are the superior innovative lights from the industry. Our designs feature ultra-bright lights, wide angles LEDs, 20 flash patterns, and a high-impact protector mount case. Our newest technology is the individual module, a single unit of lights encapsulated into one, an alternative to individual bulbs, making our lights stronger than ever.

- One single unit designed for durability
- Manufactured, Designed and Assembled in the USA
- Self contained controller / 20 Flash Patterns
- Weather resistant against water, heat, salt and snow
- 5 year warranty



COLOR VARIATION OPTIONS			
RED/BLUE	AMBER/WHITE		
BLUE	GREEN/WHITE		
BLUE/WHITE	RED/AMBER		
GREEN	RED/GREEN		
WHITE	BLUE/AMBER		
RED	BLUE/GREEN		
RED/WHITE	GREEN/AMBER		
AMBER			

ADDITIONAL ITEMS

ACCESSORIES

HG2 Controller (Controller for Light System)

MODEL #	QTY	DIMENSIONS	SALE PRICE
HG2CONTROLLER	1	4"(L) x 2"(H) x 1"(D)	\$129.00

SUPPLIES

HG2 Wire (20 Gauge 3 Conductor Wire)

MODEL #	TYPE	QTY	DIMENSIONS	SALE PRICE
HG2203WIRE	ROLL	1	500'	\$199.00

ADD ONS

HG2 GHOST MODE (Smoked Optic)

SALE PRICE
\$75.00

BUY **3** BACK PROGRAM

DONT SETTLE FOR LESS, WHEN YOU CAN HAVE THE BEST!

WE TAKE ANY OLD OR INFERIOR LIGHTS, AND GIVE YOU A *NEW SET OF HG2 SIDE RUNNERS FOR 50% OFF*

DESCRIPTION

This is nothing new to our clients who know us and have used us in a clutch. Our HG2 Emergency Lighting Buy Back Program is designed to help those customers who are out of the warranty date on our HG2 product. We wanted to find a way to still help them in a crisis. Lights are necessary for your safety and others. Instead of turning you away, we would rather keep you as a loyal client. Because we buy our own out of warranty products, we strive to keep our clients happy with our products for years to come.

HOW IT WORKS



Fill out the RMA form and upload a recent photo of the product



Once approved, Ship us your inferior qualifying products



We will send you our SUPERIOR HG2 RUNNERS at a discounted price





TERMS & CONDITIONS

These terms and conditions apply to all products listed in this current HG2 SALES Price List and are available to the company's authorized SALES. Prices shown herein are applicable to all shipments made after January 1, 2020.

- All prices subject to change without notice.
- All prices in U.S. dollars.

SCSO Pricing is per CA#2021-02, Section 6 (6.1) Compensation

RECEIPT OF SHIPMENT

Upon delivery of merchandise by HG2, to carrier, the merchandise becomes the property of the consignee. Claims for shortage or damages must be submitted to carrier within 72 hours of receipt of shipment. It is the SALES's responsibility to inspect the merchandise upon receipt for any possible external damage. If received in damaged condition, the delivering carrier should be notified in writing (Bill of Lading should be signed "damaged" or "refused") at the delivery point.

RETURNS

Effective January 1, 2020, all defective products will be authorized to be returned for exchange only, unless otherwise stated. All returns are to be initiated at returns@hg2lighting.com. All product returns require an advance return authorization number. The RMA must be posted on the outside of the box. Units returned without an authorization number will be refused. Any returned/refused merchandise will be assessed at 25% restocking charge. The warranty applies only to the original purchaser. Each warranty claim must be accompanied by a dated proof of purchase, serial number and a completed Return Merchandise Authorization (RMA) Form. Merchandise authorized for return must be shipped prepaid freight. All authorized returns should be shipped in the original factory carton.

SERVICE

HG2 Emergency Lighting Systems are covered by a 5 Year Manufacturer's Warranty. To minimize downtime, systems that are in the warranty period will be given priority replacement for units found to be defective by HG2 technical support. This policy is only in force with franchised SALESs and for systems under warranty where the same or comparable unit(s) are available and in stock. A course of action for situations encountered with non-warranty units and/or non-franchised SALESs or where an acceptable replacement unit is not available will be determined by HG2 technical support.

HG2 Emergency Lighting shall not be liable for expenses incurred in the use of a product and/or the removal and the reinstallation of a product requiring service of repair or for the packaging, handling or shipping of a product to HG2 Emergency Lighting and /or its authorized distributors.



MOUNTING OPTIONS FORM

Please provide all information requested below.

E-mail Instructions: Download file to computer. Open file (not within browser).

Fill out form and re-save the file with your name in the title. Attach saved file in email. Send!

Fax to **(407) 426-7716** or e-mail to **sales@hg2lighting.com**

Date:

Company Name:

Contact Name:

Phone No.:

Fax No.:

Email:

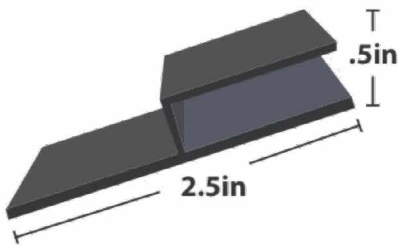
Vehicle (Year, Make, Model):

Size (Inches):

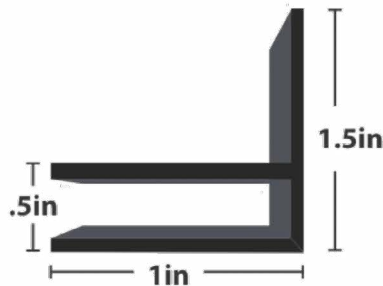
Position of the wire: Left Side Right Side

Location of Runner:

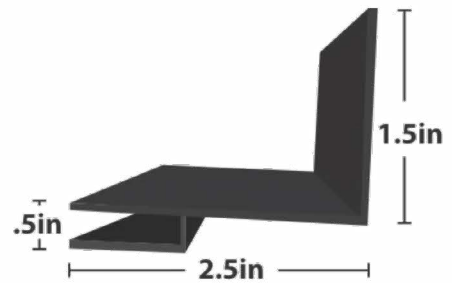
Aluminum Housing: Standard Truck Aluminum L-Bracket None



Standard



Truck Aluminum



L - Bracket

Submitted By:

MIAMI-DADE COUNTY, FLORIDA

Contract No. D-10253

Motorola Public Safety Radios and Capital Improvement Project
Agreement No. D-10253

THIS AGREEMENT for the provision of Equipment, Products, Services, Maintenance and Support Services ("Agreement") for Public Safety and Public Service Applications, and it is made and entered into by and between Motorola Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware, having an office at 401 East Las Olas Boulevard, Suite 1600, Ft. Lauderdale, FL 33301 (hereinafter referred to as "Motorola" or "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County wishes to purchase Equipment, Products, Services, Maintenance and Support Services for Public Safety and Public Service Applications, that shall conform to the Scope of Services (Appendix A-1 and Appendix A-2), and the requirements of this Agreement; and

WHEREAS, Motorola has agreed to provide the required Equipment, Products, Services, and Maintenance and Support Services for Public Safety and Public Service Applications as required by the County on the conditions set forth in this Agreement;

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

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement
- b) The word "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, (v) all addenda and exhibits, and (vi) all amendments issued hereto.
- c) The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Agreement.
- d) The word "Contractor" to mean Motorola and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "product" and "equipment" mean the products and equipment provided by Motorola under this Agreement.
- h) The words "Licensed Software" to mean the software provided by Contractor pursuant to this Agreement.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A-1 and Appendix A-2, which details the Work to be performed by the Contractor.

MIAMI-DADE COUNTY, FLORIDA**Contract No. D-10253**

- k) The words "Service" or "Services" to mean the provision of services in accordance with the Scope of Services.
- l) The word "Subcontractor" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of contract with the Contractor.
- m) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Agreement.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, Articles 1 through 56 will take precedence over any conflicting terms in other Appendices or Exhibits, except that conflicting terms in Exhibit A, B, C, or D take precedence over Articles 1 through 56 only with respect to the specific subject matter contained in each Exhibit, and not Articles 1 through 56 or any other Exhibit as it applies to any other subject matter.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.

MIAMI-DADE COUNTY, FLORIDA**Contract No. D-10253**

- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Agreement. All things not expressly mentioned in this Agreement but reasonably necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Agreement. All Work shall be accomplished at the direction of the Project Manager and in accordance with this Agreement.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all reasonable changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Agreement shall become effective on the date of the Parties' execution, whichever is later, and shall continue for five (5) years. The County, at its sole discretion, may renew this Agreement for three, five-year options to renew. The County may extend this Agreement for up to an additional one hundred-eighty (180) calendar days beyond the current Agreement period and will notify the Contractor in writing of the extension. This Agreement may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. CHANGE ORDER PROVISION

- a) The County may, at any time, by written notice or order designated or indicated to be a Change Order or Change Notice, make any change in the Work, but only within the general scope of the Contract, including but not limited to changes (a) in the Contract specifications (b) in the method or manner of performance of the Work, (c) in the sites or (d) directing acceleration in the performance of the Work.
- b) If the County agrees that any change under this Section causes an increase or decrease in the Contractor's price of, or the time required for the performance of any part of the Work under this Contract, a Contract change will be made and the Contract modified by a written Change Order in accordance with this Section.
- c) If the Contractor intends to assert a claim for a Contract change under this Section, the Contractor shall issue a Notice of Potential Claim as set forth below. The Notice of Potential Claim shall be in writing and set forth the reasons for which the Contractor believes additional compensation and/or time is due, the nature of the costs involved and the approximate amount of the potential claim. If the change involves time, the notice shall also contain an estimate of the time involved and an impacted schedule. The Notice of Potential Claim shall be given to the County within ten (10) Days of the event giving rise to the claim, and in all instances prior to the time that the Contractor has started performance of work giving rise to the potential claim for additional compensation. Failure to provide the requisite notice, or otherwise to comply with the requirements of this Section shall be grounds for the County's rejection of the claim.
- d) The County and the Contractor shall endeavor to negotiate a reasonable contract price/time (if applicable) and line adjustment in a Change Order on terms appropriate to the changed Work. The Contractor will be required to submit a sufficiently detailed price and time (if applicable) proposal within thirty (30) Days after the event giving rise to the change supported with sufficient documentation that (1) County can determine that the proposal reflects all impacts (price and time) on the Contract from Work additions, deletions and modifications shown in the Change Notice being priced; and (2) the proposed prices and time impact assessment are set out in such a way that their reasonableness can be evaluated. To support any proposed time impact arising out of a contract change, the Contractor shall submit with his price proposal a proposed impact in the project schedule, all in sufficient detail to allow County to determine the reasonableness of the

MIAMI-DADE COUNTY, FLORIDA**Contract No. D-10253**

- request. The execution of a Change Order by both parties will be deemed full accord and satisfaction of all claims of any nature arising from the issuance of the Change Notice negotiated, including any price impacts resulting from the Change Order.
- e) If the price and/or time quoted in the Change Proposal Request is acceptable, the County may recommend a Change Order for approval by the Board of County Commissioners. If the quoted price and/or time is unacceptable, or in the event that a quote is not provided by The Contractor in the manner set forth in subsection d) above the change proposal request will be rejected.
 - f) Change Orders involving additional time and money require the express approval of the Board of County Commissioners unless the Board has by appropriate legislation delegated that authority. By exception, any change, which can be funded from the contingency allowance, if any, shall require only the express written authorization of the County Project Manager.
 - g) The Contractor shall continue diligently to perform the Contract in accordance with the County's order, instruction, direction, interpretation or determination during negotiations with respect to the Contractor's entitlement to a Contract change hereunder or to the amount of any Contract price adjustment or time extension, and throughout the Contract notwithstanding any such disagreement. The Contractor and County may agree on certain aspects of a Contract change and take those aspects out of operation of time and materials provisions. In the event a mutually agreeable equitable adjustment cannot be made, the Contractor shall continue diligently to perform the Work, and provided that the Contractor has delivered all required notices, the Contractor will perform the work and is authorized to deliver to the County a Notice of Protest pursuant to subsection h) as defined below.
 - h) As a condition for making any claims for work done under protest, as authorized in this article, the Contractor shall deliver to the County a Notice of Protest. The Notice of Protest shall be delivered to the County in advance of the work done under protest, shall define with reasonable specificity the work being done under protest, shall provide an estimate of the anticipated damages to be claimed by the Contractor relating to such work, and the impact to the project schedule resulting from such work done under protest. Failure to provide the required notice shall be deemed a waiver of the claim.
 - i) In no event shall the Contractor claim or be entitled to any damages for delay of any kind, whether occasioned by an act or omission to act; or by undisclosed, unforeseen, latent, or misrepresented materials or other physical conditions discovered or uncovered by the Contractor during the course of its performance; or by any other reason whatsoever.

ARTICLE 7. ASSIGNMENT TO COUNTY SHERIFF

Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Sheriff upon the creation of such office in Miami-Dade County without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected County Sheriff and the acceptance of such by the County Sheriff, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected County Sheriff.

Should the County assign, transfer or convey only a portion of this Agreement to the County Sheriff, the Agreement shall be divided into two separate Agreements and the Sheriff shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the County Sheriff as if such portion was a separate agreement entered into between the Contractor and the County Sheriff. The County Sheriff shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer or conveyance.

The County shall provide notice of such action to the Contractor within thirty (30) days of any such assignment, transfer or

MIAMI-DADE COUNTY, FLORIDA**Contract No. D-10253**

conveyance.

ARTICLE 8. ELIGIBLE PURCHASERS

County and all of its agencies, and any city or governmental district, body or agency located within Miami-Dade County, Florida, may purchase additional equipment, products, and services from this Agreement. Eligible Purchasers have the same rights and responsibilities as County under this Agreement with respect to their purchases from this Agreement.

ARTICLE 9. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Miami-Dade Fire Rescue Department Project Manager:
Attention: Chief Gregory Rubin
Phone: 786-331-5104
E-mail: Gregory.Rubin@miamidade.gov

and

- b) to the Miami-Dade Police Department Project Manager:
Attention: Lieutenant Ronald P. Sliman
Phone: 305-669-7700
Email: rpsliman@mdpd.com

and

- c) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Attention: Danny Sanchez
Phone: (954) 260-2961
E-mail: Danny.Sanchez@motorolasolutions.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 10. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

MIAMI-DADE COUNTY, FLORIDA**Contract No. D-10253**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Agreement. The compensation for all Work performed under this Agreement, including all costs associated with such Work and Services, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Agreement shall be at the Contractor's risk and expense.

ARTICLE 11. PRICING

Prices shall remain firm and fixed for the initial term of the Agreement per Section 8 of Appendix A-1, and Section 10 of Appendix A-2, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any extension thereof.

ARTICLE 12. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. The Payment Schedule is set forth in Appendix A. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Agreement or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Agreement. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

To MDFR

Miami-Dade County, Finance Department
C/O Miami-Dade Fire Rescue Department
Attn: Shared Services Payable Unit

To MDPD

Miami-Dade County, Finance Department
C/O Miami-Dade Police Department
Attn: Shared Services Payable Unit

MIAMI-DADE COUNTY, FLORIDA

111 NW 1st Street, 26th Floor
Miami, FL 33128

Contract No. D-10253

111 NW 1st Street, 26th Floor
Miami, FL 33128

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 13. FREIGHT, TITLE, AND RISK OF LOSS

The Contractor will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to County upon shipment. Title to Software will not pass to County at any time. The Contractor will pack and ship all Equipment in accordance with good commercial practices.

The address which is the ultimate destination where the Equipment will be delivered to County will be set forth in the applicable purchase orders. The Equipment will be shipped to the County at the address set forth in the purchase orders within the County.

The County may change this information by giving written notice to Motorola.

ARTICLE 14. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities who are users of the equipment, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings arising out of, relating to or resulting from the negligent performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions on behalf of the County, where applicable, including appellate proceedings. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount of \$1,000,000 combined single limit each accident each accident for bodily injury and property damage.
- D. Professional Liability Insurance in an amount of \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

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The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Agreement may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Agreement, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Agreement, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Agreement period, the County may suspend the Agreement until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Agreement for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 15. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and reasonable costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

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- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 16. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 17. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 18. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every reasonable request of the Project Manager, including the withdrawal or modification of any previous order, subject to subsection c) through e) below. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive,

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final and binding on the Parties, subject to judicial appeal. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.

- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 19. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 20. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 21. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five (5) business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides

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accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 22. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 23. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof (except software) without the prior written consent of the County.

ARTICLE 24. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Agreement.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a Subcontractor if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information.

ARTICLE 25. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections,

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estimates and explanations shall not form the basis of any claim by the Contractor; however, such information may be used as a defense to claims made by the County or any third parties against the Contractor.

ARTICLE 26. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 27. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 28) and fails to cure said Event of Default (as delineated below in Article 29), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 27(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including reasonable attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Section 8 of Appendix A-1 and Section 10 of Appendix A-2.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the equipment, materials, products, Services completed in accordance with the Agreement up to the

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Effective Termination Date; and

- ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article is subject to audit
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 28. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with Article 46.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within a mutually agreed upon timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 29. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the Agreement within a thirty (30) day period. The County may grant an additional period of such

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duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 30. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- b) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 31. ACCEPTANCE

Acceptance of the Products will occur upon delivery to County unless Appendix A-1 and/or Appendix A-2 provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, County's use of the Products for their operational purposes will constitute acceptance.

ARTICLE 32. TOWER ACCEPTANCE

- a) Project Kickoff. Contractual testing and inspections will be defined and agreed to with the project team and the County prior to project kick off, and the Contractor will be responsible for conducting, coordinating and paying for all jurisdictional testing and inspections.
- b) Completion Criteria. Site development will be completed per Issued for Construction (IFC) drawings, project requirements, contractual obligations, including any County and Contractor approved changes. This shall be confirmed by the subcontractor and reviewed with the Contractor's construction manager and project manager before inspections occur. All jurisdictional and contractual required testing and inspections will occur. The Contractor's site development checklist will be completed and signed off by the Contractor prior to the County's inspection. The site turn-over package will be completed and turned over to the Contractor, as defined and agreed to with the County. All punch list and deficiencies shall be completed prior to County and Contractor inspections.
- c) Tower Acceptance. Tower Acceptance will occur upon completion of the Installation. Upon Tower Acceptance, the Parties will memorialize this event by promptly executing a Tower Acceptance Certificate.

ARTICLE 33. REPRESENTATIONS AND WARRANTIES

- a) EQUIPMENT WARRANTY. During the Warranty Period, the Contractor warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.
- b) SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, the Contractor warrants the Software in accordance with the warranty terms of the Software License Agreement and the provisions of this Section that are applicable to the Software. **Nothing**

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in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

- c) **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident; liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; County's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.
- d) **SERVICE WARRANTY.** During the Warranty Period, the Contractor warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. County acknowledges that the Deliverables may contain recommendations, suggestions or advice from the Contractor to County (collectively, "recommendations"). The Contractor makes no warranties concerning those recommendations, and County alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.
- e) **WARRANTY CLAIMS.** To assert a warranty claim, County must notify the Contractor in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, the Contractor will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, the Contractor will (at its option and at no additional charge to County) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of the Contractor's liability for the warranty claim. In the event of a valid Services warranty claim, County's sole remedy is to require the Contractor to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then the Contractor may invoice County for responding to the claim on a time and materials basis using the Contractor's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of the Contractor..
- f) **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by the Contractor to the original user purchasing the Products or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.
- g) **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. THE CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 34. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall be liable and responsible for any and all claims made against the County for Contractor's infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use

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or supplying of any Programs, documentation, Software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of reasonable attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any infringement claim, demand, and cause of action, debt, or liability.

- b) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the Contractor's option and expense (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) replace the Equipment/Software (or part thereof) with a functioning equivalent but not infringing one, or (iii) procure for the County, at the Contractor's expense, the rights provided under this Contract to use the item(s). If none of the foregoing remedies are reasonably available to the Contractor, the Contractor shall accept return of the system and reimburse the County for the depreciated purchase price. The price shall be depreciated on the basis of straight line depreciation over a period of 15 years.
- c) The Parties shall promptly inform the other of any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit Contractor from providing any Deliverables hereunder. The Contractor shall enter into agreements with all Subcontractors at the Contractor's own risk.

The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

- d) The Contractor shall be promptly notified in writing of any suit, action or proceeding in regard to any such claim, and shall be given a reasonable opportunity to defend, at its sole expense, any such suit, action or proceeding including settlement thereof, in which event, the Contractor shall pay all amounts due as damages finally awarded against the County or pay all balances of settlement thereof, as the case may be.

In no event will the Contractor's liability resulting from its indemnity obligation to County extend in any way to royalties payable on a per use basis or the County's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from County from sales or license of the infringing Motorola Product.

This Article 34 provides County's sole and exclusive remedies and the Contractor's entire liability in the event of an Infringement Claim. County has no right to recover and the Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Article are subject to and limited by the restrictions set forth in Article 35.

ARTICLE 35. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, or direct damage to real property or direct damage tangible personal property the Contractor's total liability, whether for breach of Agreement, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT THE CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement.

Notwithstanding the above, the Parties acknowledge that the Contractor shall be classified as a service provider as defined by the Next Generation 9-1-1 Advancement Act of 2012 ("NG911 Act") and therefore is entitled to the immunity protections granted under the NG911 Act.

ARTICLE 36. CONFIDENTIALITY

- a) All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the Contractor's breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article, damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 37. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Agreement, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements provided to Contractor must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 38. PROPRIETARY RIGHTS

a) COUNTY'S PROPRIETARY RIGHTS

The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) THE CONTRACTOR'S PROPRIETARY RIGHTS.

The Contractor, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motrola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by the Contractor in connection with providing to County the Equipment, Software, or related services remain vested exclusively in the Contractor, and this Agreement does not grant to County any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, the Contractor does not grant to County, either directly or by implication, estoppel, or otherwise, any right, title or interest in the Contractor's Proprietary Rights. County will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, the Contractor will have no obligation to provide County with access to its Confidential Information and/or proprietary information. Under no circumstances will the Contractor be required to provide any data related to raw costs and pricing unless required to fulfill its obligations under Florida law.

ARTICLE 39. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- Payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- Provision of unique identifier in the vendor database used for searching and sorting departmental records

The Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
 2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2.8.1(d)(2) of the Code of Miami-Dade County)
 3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
 4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
 5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
 6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
 7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2&1(f) of the Code of Miami-Dade County)
 8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
 9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
 10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
 11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit.**
(Section 448.095, of the Florida State Statutes)
 12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
 13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
 14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
 15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
 16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.
- b) **Conflict of Interest and Code of Ethics**
Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 40. INSPECTOR GENERAL REVIEWS***Independent Private Sector Inspector General Reviews***

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Agreement shall be one quarter of one percent (0.25%) of the total Agreement amount which cost shall be included in the total Agreement amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Agreement renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to

performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 41. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

Pursuant to Resolution No. R-1072-17, by entering into this Agreement, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 41. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 42. CONFLICT OF INTEREST

The Contractor represents that

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the

- execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
- ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement, provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
 - d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
 - e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 43. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 44. BANKRUPTCY

The County may terminate this Agreement, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 45. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 46. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Section 2-8.10 of the Code, this Agreement is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Agreement, or any contract resulting from the solicitation referenced on the first page of this Agreement, and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Agreement.

ARTICLE 47. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which this Agreement is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 48. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 49. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Agreement until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at [https://iapps.careersourcesfl.com/firs source/](https://iapps.careersourcesfl.com/firs%20source/).

ARTICLE 50. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 51. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Agreement, 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 twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Agreement. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the

date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 52. TAXES

The contract price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by the County except as exempt by law. If the County is exempt by law, the County agrees to provide Contractor with a copy of its tax exempt status. If Contractor is required to pay any of these taxes, Contractor will send an invoice to the County and the County will pay to Contractor the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. The County will be solely responsible for reporting the Tower for personal property tax purposes, and Contractor will be solely responsible for reporting taxes on its income or net worth.

ARTICLE 53. MOTOROLA SOFTWARE LICENSE AGREEMENT/SUBSCRIPTION SERVICES

Both the Contractor and the County hereby agree to incorporate the Motorola Software License Agreement attached hereto as Exhibit A, and agree that the radios to be purchased will require Subscription Services more fully described and set forth in the Subscription Agreement Addendum, the FirstNet and AT&T Service Terms, the Addendum to Customer Agreement for Transport Connectivity attached hereto and fully incorporated herein Exhibit B, C and D, respectively.

ARTICLE 54. CRIMINAL JUSTICE INFORMATION SYSTEM SECURITY

Any contract awarded to a private contractor/vendor wherein a software application/program that accesses, processes, and stores criminal justice information (CJI) or Personally Identifiable Information (PII), or the selected private contractor/vendor requires physical or logical access to the MDPD's network which contains CJI or PII, must comply with all security policy requirements outlined in the Florida Department of Law Enforcement's (FDLE) Criminal Justice Information Systems (CJIS) Security Policy. Additionally, the selected private contractor/vendor, and any of its employees or subcontractors, that requires logical access to the MDPD's network must review the attached Federal Bureau of Investigation's (FBI) CJIS Security Addendum (Annex A), and sign the FBI's CJIS Security Addendum Certification (Annex B) upon completion of a state and national fingerprint-based record check, criminal background check, proof of citizenship or authorization to be employed in the United States, biennially. Further, support personnel, contractors, and custodial workers with access to physically secure locations or controlled areas shall be subject to a state and national fingerprint-based record check unless these individuals are escorted by authorized personnel at all times.

ARTICLE 55. ADDITIONAL EQUIPMENT, PRODUCTS OR SERVICES

During the term of the Agreement, including any extensions or renewals thereof, the County may request additional equipment, products, and/or services available from the Contractor that are similar in nature to the equipment, products and/or services available under this Agreement. In the event that the County requires such equipment, products, and/or services, the County shall request a detailed State of Work from the Contractor that shall define in detail the equipment, products and/or services to be provided. The County and the Contractor shall mutually agree upon the terms and conditions required to complete the statement of Work, including associated pricing. Each Statement of Work executed hereunder shall be incorporated into the terms and conditions of this Agreement through a Supplemental Agreement.

ARTICLE 56. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

MIAMI-DADE COUNTY, FLORIDA

Contract No. D-10253

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor: Motorola Solutions, Inc.

By: [Signature]

Name: Daniel Sanchez

Title: MSSI/Territory Vice President

Date: 07/07/2022

Attest: [Signature]
Corporate Assistant Secretary/Notary Public

Miami-Dade County
Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response Officer

By: [Signature]

Name: Daniella Levine Cava

Title: Mayor

Date: 8/1/22

Attest: _____
Clerk of the Board

Corporate Seal/Notary Public
Tatlanna Gil
Notary Public
State of Florida
Comm# HH069886
Expires 12/7/2024

Approved as to form and legal sufficiency [Signature]
Assistant County Attorney

State of Florida, County Of Miami-Dade
The foregoing instrument was acknowledged before me this 7 day of July 2022 by Daniel Sanchez who is personally known to me or who has produced [Signature] as identification.

Tatlanna Gil
Notary Public
State of Florida
Comm# HH069886
Expires 12/7/2024

RECEIVED BY CLERK
CLERK OF THE BOARD
Miami-Dade County, Florida
AUG - 1 2022
ATTESTED BY: [Signature]



Exhibit A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Contractor Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Contractor") and Miami-Dade County, Florida ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Contractor to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Contractor; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Contractor and Licensee enter into this Agreement in connection with Contractor's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Contractor is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Contractor grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Contractor's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and

conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Contractor will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Contractor's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Contractor in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Contractor of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Contractor at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Contractor or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Contractor is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Contractor and the Auditor will be kept in strict confidence by Contractor and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Contractor, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Contractor or another party, or any improvements that result from Contractor's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Contractor in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Contractor, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Contractor's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Contractor warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Contractor solely with reference to the Documentation. Contractor does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Contractor makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Contractor.

6.2 Contractor's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Contractor cannot correct the defect within a reasonable time, then at Contractor's option, Contractor will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Contractor disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Contractor knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Contractor disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Contractor's prior written consent. Contractor's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Contractor's radio products and Licensee transfers ownership of the Contractor radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Contractor's FLASHport®

software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Contractor upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Contractor, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Contractor.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Contractor that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Contractor or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Contractor made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Contractor for which monetary damages would be inadequate. If Licensee breaches this Agreement, Contractor may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Contractor software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Contractor's valuable proprietary and Confidential Information and are Contractor's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Contractor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Contractor may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Contractor and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Contractor uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Contractor will take the steps set forth in Section 6 of this Agreement.

Exhibit B**Subscription Software Addendum**

This Subscription Software Addendum (this "SSA") is entered into between Motorola Solutions, Inc. ("Contractor") and Miami-Dade County ("County"), and will be subject to, and governed by, the terms of the Agreement No. D-10253 (the "Agreement"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Agreement.

1. **Addendum.** This SSA governs County's purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Contractor, and will form part of the Parties' Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to County.

2. **Delivery of Subscription Software.**

2.1. **Delivery.** During the applicable Subscription Term (as defined below), Contractor will provide to County the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Contractor will provide County advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon County's receipt of credentials required for access to the Subscription Software or upon Contractor otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Contractor will also provide Services related to such Subscription Software.

2.2. **Modifications.** In addition to other rights to modify the Products and Services set forth in the Agreement, Contractor may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. **User Credentials.** If applicable, Contractor will provide County with administrative user credentials for the Subscription Software, and County will ensure such administrative user credentials are accessed and used only by County's employees with training on their proper use. County will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. County will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Contractor provides Services to County in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to County on a time and materials basis, and County will pay all invoices in accordance with the payment terms of the Agreement.

2.4. **Beta Services.** If Contractor makes any beta version of a software application ("Beta Service") available to County, County may choose to use such Beta Service at its own discretion, provided, however, that County will use the Beta Service solely for purposes of County's evaluation of such Beta Service, and for no other purpose. County acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Contractor. Contractor will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Contractor may discontinue any Beta Service at any time. County acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. **Subscription Software License and Restrictions.**

3.1. Subscription Software License. Subject to County's and its Authorized Users' compliance with the Agreement, including payment terms, Contractor hereby grants County and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for County's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. County may access, and use the Subscription Software only in County's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. County Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where County uses the Subscription Software) in connection with their use of the Subscription Software. County will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Contractor; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of County's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "Initial Subscription Period"). Following the Initial Subscription Period, County's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "Renewal Subscription Year"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "Subscription Term".) Contractor may increase Fees prior to any Renewal Subscription Year. In such case, Contractor will notify County of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if County orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of County's then-current Subscription Term (a "Partial Subscription Year"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "SSA Term") will commence upon either (a) the Effective Date of the Agreement, if this SSA is attached to the Agreement as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the Agreement Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the Agreement, Contractor may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to County if (a) County breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that County's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Contractor, Contractor's systems, or any third party (including other Contractor customers). County acknowledges that Contractor made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that County's breach of the Agreement will result in irreparable harm to Contractor for which monetary damages would be inadequate. If County breaches this Agreement, in addition to termination, Contractor will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the Agreement, Contractor may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Contractor plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the Agreement), County will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Contractor will have the right to suspend the Subscription Software and any recurring Services if County fails to make any payments when due.

5.2. License True-Up. Contractor will have the right to conduct an audit of total user licenses credentialed by County for any Subscription Software during a Subscription Term, and County will cooperate with such audit. If Contractor determines that County's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by County, Contractor may invoice County for the additional licenses used by County, pro-rated for each additional license from the date such license was activated, and County will pay such invoice in accordance with the payment terms in the Agreement.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. Contractor is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the Agreement or **Section 6.1 – Additional Exclusions** above, but if Contractor agrees to provide Services to help resolve such issues, County will reimburse Contractor for its reasonable time and expenses, including by paying Contractor any Fees set forth in an Ordering Document for such Services, if applicable.

7. Contractor as a Controller or Joint Controller. In all instances where Contractor acts as a controller of data, it will comply with the applicable provisions of the Contractor Privacy Statement at

https://www.motorolasolutions.com/en_us/about/privacy-policy.htm#privacystatement, as may be updated from time to time. Contractor holds all County Contact Data as a controller and shall Process such County Contact Data in accordance with the Contractor Privacy Statement. In instances where Contractor is acting as a joint controller with County, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Exhibit C

FirstNet and AT&T Service Terms

Public Safety Entity ("Customer") Responsibilities for access to and use of "First Net" Service as provided by AT&T

General. The Customer is responsible for complying with AT&T Acceptable Use Policy found at att.com/aup and applicable AT&T Service Guides found at att.com/servicepublications.

Privacy. The Customer is responsible for complying with all applicable privacy laws. The Customer is responsible for obtaining consent from and giving notice to its Users regarding Motorola's and AT&T's collection and use of User information in connection with a Service. The Customer will only make accessible or provide Personal Data to Motorola and AT&T when it has the legal authority to do so.

User Eligibility. The Customer shall verify, or assist Motorola and AT&T in verifying, as stated below, the eligibility of its Users to use the Service. The Customer is required to verify and confirm that its Users are authorized and eligible to use Service. The Customer must perform periodic audits on a regular, but not less than once per year, basis to identify any individuals who are no longer eligible for Service. The Customer must produce such information as may be requested through AT&T by the FirstNet Authority and the United States Government to verify eligibility of its users.

Limitations on the Service. THE CUSTOMER ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF MOTOROLA OR AT&T'S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

Limitations on Service of Carrier Partners. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND MOTOROLA AND AT&T MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND MOTOROLA AND AT&T WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS. ROAMING ON CARRIER PARTNER NETWORKS OUTSIDE THE FIRSTNET SERVICE AREA (IF ANY) SHALL BE AVAILABLE AS DESCRIBED IN THE SERVICE GUIDE.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [CUSTOMER] AND THE UNDERLYING CARRIER; (3) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO [USER], WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED

Medical Devices (FDA and HIPAA Responsibilities). The Customer shall be responsible for FDA compliance as a "distributor" of the Device to its users. Except as necessary to provide the Service to the Customer, The Customer shall not convey any protected health information ("PHI") to AT&T, as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act regulations. Motorola and/or AT&T shall not function as the Customer's business associate in rendering the Services; such Services will be limited to providing conduit or mere data transmission services to the Customer in accordance with guidance on the "conduit exception" under HIPAA. Each Party shall bear its own costs associated with regulatory compliance.

Audits. Customer may be subject to occasional audits by AT&T or its agents to verify compliance with this Addendum.

Exhibit D
Addendum to County Agreement
for
Transport Connectivity

This Addendum for Transport Connectivity (this "TCA") is entered into between Contractor Solutions Connectivity, Inc., with offices at 500 W Monroe St, Ste 4400, Chicago, IL 60661 ("Contractor"), a wholly owned subsidiary of Contractor Solutions, Inc. ("MSI"), and Miami-Dade County ("County"), and will be subject to, and governed by, the terms of the Agreement No. D-10253 (the "Agreement"), and the applicable Addenda. Capitalized terms used in this TCA, but not defined herein, will have the meanings set forth in the Agreement or the applicable Addenda.

1. **Addendum.** This TCA governs County's purchase of certain transport connectivity, as further described below (generally referred to as the "Connectivity"), and constitutes an agreement solely entirely between Contractor and County. Contractor and County shall only be liable to each other for the obligations expressly set forth in this TCA. In no event will MSI be liable for any of Contractor's obligations or liabilities pursuant to this TCA. In addition to the Agreement, other Addenda may be applicable to other Products or Services, with respect to Software and Equipment, as each of those terms is defined therein, and as further described below, if any. This TCA will control with respect to conflicting terms in the Agreement or any other applicable Addendum, but only as applicable to the Connectivity purchased under this TCA and not with respect to other Products or Services.

2. **Connectivity Service Description and Applicable Terms and Conditions.**
 - 2.1. Connectivity Service Description. Connectivity means the physical connection (i.e. the physical copper, fiber, wireless transport technology(ies) or other transmission medium used) that is designed for the transmission of information including data between locations, devices, equipment and/or facilities designated for County, as set forth in the applicable Statement of Work ("SOW") between the parties, which may be located on County premises, mobile, and/or in remote Contractor or MSI procured data centers or cloud-based locations. If a generic demarcation point (such as a street address) is provided, the demarcation point will be Contractor's Minimum Point of Entry (MPOE) at such location (as determined by Contractor and/or its vendors). Additional wiring may be provided by MSI, at its sole discretion, and may entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Any additional wiring or necessary transmission media will be provided and/or maintained by MSI as specifically described in the accompanying SOW. Contractor will maintain Connectivity to the demarcation point only. County disclaims any interest in any equipment, property or licenses used by Contractor to provide Connectivity. Terms for interest in additional wiring and maintenance of additional wiring will be as delineated in an applicable SOW.
 - 2.2. Types of Connectivity Technologies. Contractor uses different technologies to provide Connectivity. Some technologies or speeds may not be available in all areas or with certain types of Connectivity. Unless otherwise set forth in the Agreement or applicable SOW, Contractor utilizes different technologies to provide Connectivity at its sole discretion and may include, but not be limited to ethernet, wavelength, special access, and/or wireless technologies (again, including but not limited to LTE or equivalent wireless services or wireless satellite services). In addition, Connectivity may include additional technologies for security or commonality of protocol, including but not limited to Multiprotocol Label Switching ("MPLS") and Software Defined Wide Area Network ("SD-WAN").

3. **Requests for Connectivity, Third Party Providers and Statements of Work.** County will request Connectivity as provided for in the applicable SOW(s). Contractor will notify County of acceptance of a request for Connectivity by delivering (in writing or electronically) a confirmation, or by delivering the Connectivity.

- 3.1. **Third Party Providers of Connectivity.** County understands and agrees that Connectivity is provided to Contractor by third parties, and then may be combined with certain Contractor and/or MSI equipment, as requested by County and agreed in an applicable SOW. Contractor does not build or provision Connectivity itself, it solely procures underlying services to provide Connectivity from third parties.
- 3.1.1. Provision of Connectivity is subject to availability of underlying Connectivity from Contractor's applicable vendor. Provisioning intervals for Connectivity are dependent upon the intervals provided to Contractor by the underlying third party provider. County agrees that Contractor may request, but is not responsible for, certain provisioning intervals as requested by County in a SOW.
- 3.1.2. County further agrees that Contractor does not offer any specific service level agreements, service level objectives, outage credits or other guarantees regarding outages or reliability of services (collectively, "SLAs") procured and included as part of Connectivity from third party providers. Any SLAs available to County will be separately identified and provided by MSI under the Agreement and any applicable SOW. No other SLAs will be provided or are available from Contractor, unless specifically delineated herein.
- 3.1.3. Certain requirements of Contractor's third party providers may apply to the provision of Connectivity and are included as Exhibit A to this TCA.
- 3.2. **Statement of Work.** Contractor and MSI will provide a Statement of Work ("SOW") to further describe implementation of Connectivity and the use of the provided Connectivity with additional services and/or equipment provided by MSI. An applicable SOW may contain SLAs with respect to other services provided by MSI outside of Connectivity or in conjunction with Connectivity. However, County and Contractor agree that such SLAs do not apply directly to Connectivity in and of itself provided by Contractor.
4. **Provisioning, Maintenance and Repair.** Contractor may re-provision Connectivity from one third party provider to another and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Connectivity interruption. If scheduled maintenance requires Connectivity interruption Contractor will: (1) provide County seven days' prior written notice, (2) work with County to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. County may request a technician dispatch for Connectivity problems, for which Contractor will use commercially reasonable efforts to obtain applicable service from third party providers, if applicable. Contractor may assess a dispatch fee if costs for such services are invoiced to Contractor.
5. **Termination.** Should any Connectivity be terminated under the provisions of the Agreement, County agrees that it will reimburse Contractor for any termination charges levied against Contractor by any third party providers of individual components of Connectivity. Contractor will invoice such charges through its standard billing processes and such amounts will be paid pursuant to the provisions of the Agreement.
6. **County Information.** County agrees that Contractor may use, access and disclose County's information including customer data and network information within its own and its affiliates' business operations, and with third party vendors acting on Contractor's behalf for provision of the Connectivity.
7. **Network Monitoring.** Transmissions passing through the facilities of Contractor's vendors may be subject to legal intercept and monitoring activities by its vendors (or vendors' suppliers) or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by County or end users under applicable data protection or other laws, County grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.

8. **Transmission Service Priority.** Certain service priority(ies), including restoration, may be available to County for an additional fee from Contractor's third party provider of Connectivity. If County elects to implement an available service priority for Connectivity, then County is required to expressly set forth its priority election within the applicable SOW, cooperate fully with Contractor and Contractor's third party provider of Connectivity to effectuate and maintain implementation, and pay any additional fees, costs, or surcharges applicable to the elected priority service.
9. **Billing and Payment.** Contractor will issue invoices to County for the provision of Connectivity to County, which may include but not limited to charges billed by third party providers and all taxes fees, surcharges or other charges imposed by such third party providers. County will pay invoices from Contractor for the Connectivity covered by this TCA in accordance with the invoice payment terms set forth in the Agreement. Fees for Connectivity will be invoiced as of the provisioning date, as determined by Contractor, unless another payment schedule or milestones are set forth in the Agreement or applicable SOW. Contractor may, at its sole discretion, utilize MSI as its billing and collection agent and County expressly agrees that invoices for Contractor services may appear on invoices issued by MSI.
10. **Taxes and Regulatory Cost Recovery Fees.** Unless otherwise specified, prices for Connectivity do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Contractor is required to collect such regulatory charges or contributions from County (collectively, "Taxes"), or any fees or charges to offset costs Contractor incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Contractor by governmental entities or collected from Contractor by third parties, which are not Taxes or charges that government mandates be recovered from County but that Contractor is permitted to recover from County either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be paid by County, except as exempt by law, unless otherwise specified in a SOW. If Contractor is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, County will be billed by Contractor for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor, and County agrees that it will pay such Taxes and Regulatory Cost Recovery Fees within thirty (30) days after County's receipt of an invoice therefore, unless County furnishes Contractor applicable tax-exemption certificates. Contractor will be solely responsible for reporting Taxes on its income and net worth.

Annex A

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306


Annex B

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM


CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Daniel Sanchez 
Printed Name/Signature of Contractor Employee

07/07/2022
Date

Daniel Sanchez 
Printed Name/Signature of Contractor Representative

07/07/2022
Date

Motorola Solutions, Inc. Territory Vice President
Organization and Title of Contractor Representative

A green and white Miami-Dade Fire Rescue boat is shown on the water. The boat has "MIAMI-DADE FIRE RESCUE" written on its side. The background shows a clear blue sky and other boats in the distance.

APPENDIX A-1

MIAMI-DADE FIRE RESCUE

CAPITAL INFRASTRUCTURE IMPROVEMENTS PROJECT

JUNE 30, 2022



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SECTION 1

EXECUTIVE SUMMARY

Motorola Solutions, Inc. (Motorola Solutions or Motorola) shall provide Miami-Dade County (County or MDFR) with the identified hardware and services for the fixed price and subject to the terms and conditions as set forth herein.

While the existing network is performing reliably, the products and services to be provided by Motorola Solutions shall improve redundancy as well as upgrade current equipment to keep the system operating for future uses. The products and services provided shall also improve resiliency for the system to maintain communications during intense weather events such as hurricanes.

In addition to other products and services Motorola Solutions shall provide new radio sites and additional microwave links in different parts of the County as set forth herein to add coverage to improve coverage for the current Miami-Dade Fire Rescue UHF Public Safety radio system.

Motorola Solutions shall also provide a planned approach to integrate MDFR's Land Mobile Radio and FirstNet in a technically feasible and cost-effective manner and shall improve interoperability with neighboring cities and counties.

The Next Generation APXNEXT Extreme Environment (XE) Portable Fire Radios provided herein shall utilize LTE and SmartRadio technology to improve Fire Fighters safety and provide situational awareness through Location Tracking and Mapping of Users, sending of Messaging & Multi-Media between users and enhancing Voice Communications over LTE Cellular. Additionally, leveraging LTE for programming of radios enhances operational efficiency for the Department.

SECTION 2

SYSTEM DESCRIPTION

2.1 UHF FIRE RADIO SYSTEM

2.1.1 System Overview

Motorola Solutions shall provide a capital infrastructure improvement plan to address the coverage concerns in Miami-Dade County as well as address the existing infrastructure components. All construction performed by Motorola Solutions shall be performed in accordance with Florida law including, but not limited to, the provisions of Florida Statutes, Section 255.05, as applicable.

Motorola Solutions shall provide MDFR six (6) new UHF ASTRO 25 Transmit Radio sites with GTR 8000 Base Radios to add to the existing UHF system. The site add-ons to the MDFR radio system shall provide MDFR with high-quality, effective two-way radio communications.

Table 2-1: MDFR UHF Fire Radio System new sites.

Site Name	Number of Channels
Aventura Hospital (AVTH)	6 Channels
Fire Station 18 (FS 18)	6 Channels
Fire Station 71 (FS 71) / Eureka	5 Channels
Fire Station 72 (FS 72) / Florida City	5 Channels
PortMiami (PORT)	9 Channels
Homestead Air Reserve Base	6 Channels

In addition to the six (6) new UHF Transmit sites, Motorola Solutions shall provide the following additional improvements to the existing forty-nine (49) UHF Radio sites:

- Equipment Shelters.
- Uninterruptible Power Supply (UPS) Replacements.
- 48v DC Back-up Power Supply Upgrades.
- New Generators and Additional Fuel Storage.
- HVAC Replacements.
- Microwave Expansion for Radio Site Connectivity.
- Antenna Replacements.
- West Channel Coverage Expansion.

Table 2-2 below matrix provides a summary of what is being upgraded at each existing UHF Radio Site and includes what is going into each of the six (6) new UHF Radio Sites:

Table 2-2: MDFR CIIP matrix.

Sites	Tower	Transmit Equipment	Equipment Shelter	UPS	48v DC	Generator	HVAC	Microwave	Additional Fuel Storage	Antennas	Vislink	West Channel
ACDY												
AQU				•						•	•	
Aventura		•			•			•		•		
BMH				•								•
CAB										•		
CGFS3										•		•
CT										•		
EWT										•		
FHP				•						•		•
FIU				•						•		
FS 04										•		•
FS 09			•		•	•	•		•	•		
FS 18	•	•	•		•	•	•		•	•		
FS 36					•		•		•	•		
FS 37				•			•		•	•		
FS 51			•									
FS 54					•	•			•	•		
FS 55										•		•
FS 68				•			•			•		
FS 69										•		
FS 71	•	•	•		•	•	•	•	•	•		
FS 72	•	•	•		•	•	•	•	•	•		
FS 75								•				
HARB		•		•		•		•		•		
HH			•		•					•		
HPD				•						•		
HRT				•						•		•
HMS					•						•	
HWT				•						•		•
IC				•				•		•		

Sites	Tower	Transmit Equipment	Equipment Shelter	UPS	48v DC	Generator	HVAC	Microwave	Additional Fuel Storage	Antennas	Vislink	West Channel
INT				•						•		
JMH										•	•	
JRS												
K&B			•		•	•	•	•	•	•		
KEY				•								•
MDY				•			•		•	•		
MET				•						•	•	•
MIA										•		
MICC				•				•		•	•	
OKEE												
OPF												
PFPL				•						•		•
PGH				•						•	•	
PortMiami		•	•		•		•			•		
PRYD				•						•		
PSN				•						•		
PT				•			•			•		
PVP										•		
RNAS				•						•		
ROB								•				
SDGC				•						•	•	•
SW					•	•	•		•	•		
T41				•						•		
TCC										•		
TG					•	•		•	•	•		
TGK					•		•			•		

2.1.2 ASTRO 25 RF Component Descriptions

Motorola Solutions shall provide all necessary components to meet the system design which shall include, at a minimum, the site equipment components, per site, as described in this section.

Aventura Hospital:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Six (6) GTR 8000 Base Radios & Simulcast Site Reference.
- Two (2) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- RX Antenna System added to Emergency Room area.
- One (1) SDM3000 RTU.
- Six (6) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48v DC Plant.

Fire Station 18:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Six (6) GTR 8000 Base Radios & Simulcast Site Reference.
- Two (2) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Six (6) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- New Communications Shelter & Generator.
- 199-foot Self-Supporting Tower.

Fire Station 71 (Eureka):

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Five (5) GTR 8000 Base Radios & Simulcast Site Reference.
- Two (2) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Five (5) MLC 8000s.

- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- New Communications Shelter & Generator.
- 199-foot Self-Supporting Tower.

Fire Station 72 (Florida City):

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Five (5) GTR 8000 Base Radios & Simulcast Site Reference.
- Two (2) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Five (5) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- New Communications Shelter & Generator.
- 199-foot Self-Supporting Tower.

PortMiami:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Nine (9) GTR 8000 Base Radios & Simulcast Site Reference.
- Four (4) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression,
- One (1) RX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression,
- One (1) SDM3000 RTU.
- Nine (9) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Fiber Backhaul provided by MDFR.
- 48 VDC Plant.
- New Communications Shelter.

Homestead Air Reserve Base:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Five (5) GTR 8000 Base Radios & Simulcast Site Reference.
- Two (2) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge & Suppression
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, & Surge Suppression
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Five (5) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- UPS.

2.1.2.1 MOSCAD MATRIX

Motorola Solutions shall provide alarms that will be enabled for the new UHF Radio Sites as shown in the below matrix in Figure 2-1

MOSCAD Site Matrix

(1) All SDM have the same universal layout, whether or not the alarm exists at a site
 (2) If an alarm doesn't exist at a site it doesn't show in Moscad (Example a building will not have tower lights DI 12 and will have any connections to the punch block)
 (3) All existing sites do NOT have LX plants so there will need to be a 2nd universal lay out for the SDMs- at DC plan sites (Not Listed)
 (4) A red 1 indicates if the alarm will be present assuming equipment has the alarm capability

Site	UPS Or DC	Alarms																
		UP Fail 1S	UPS Run 1	UPS Alarm 1	UPS Low Battery 1	Main PWR - Surge Prot Fail	Main Power Failure	Room Temp High (30° NC)	Main Door Intrusion	2nd Door Intrusion	High Humidity (80)	Smoke/Carbon Monoxide Detector	Tower Light Fail Alarm	Generator Fail	Generator Run	Generator Summary Alarm	Fuel High/Low Tank 1	
FS16	DC					1	1	1			1							
FS71	DC					1	1	1			1							
FS72	DC					1	1	1			1							
PortMiami	DC					1	1	1			1							
HAFB	AC	1	1	1	1	1	1	1			1							
Aventura	DC					1	1	1			1							

Site	UPS Or DC	Alarms																
		Fuel High/Low Tank 2	Generator in Service Mode (ret/Alert)	UPS Fail 2	UPS Run 2	UPS Alarm 2	UPS Low Battery 2	Fire Suppr Activation	Fire Suppr Trouble	1-Air Conditioner Failure	1-Air Conditioner Running	2-Air Conditioner Failure	2-Air Conditioner Running	3-Air Conditioner Failure	3-Air Conditioner Running	4-Air Conditioner Failure	4-Air Conditioner Running	Knox Open
FS16	DC																	
FS71	DC		1								1	1	1	1	1	1	1	1
FS72	DC		1								1	1	1	1	1	1	1	1
PortMiami	DC										1	1	1	1	1	1	1	1
HAFB	AC										1	1	1	1	1	1	1	1
Aventura	DC										1	1	1	1	1	1	1	1

Site	UPS Or DC	Alarms																
		Knox Tamper	Gen Surge Fail	ATS POWER NORMAL	ATS POWER TRANSFER	Multi copier Fail	Multi copier Alarm	ASM RX Power	ASM TX Power	ASM Summary	ASM VSWR	Gen Run/Stp	ATS XFER	Fuel Level 1	Fuel Level 2	Total Devices		
FS16	DC	1	1	1	1			1	1	1	1							
FS71	DC	1	1	1	1			1	1	1	1							
FS72	DC	1	1	1	1			1	1	1	1							
PortMiami	DC	1	1	1	1			1	1	1	1							
HAFB	AC	1	1	1	1			1	1	1	1							
Aventura	DC	1	1	1	1			1	1	1	1							

Figure 2-1: MOSCAD Alarm matrix for new sites.

The Nokia 7705 SAR-8 is comprised of the components shown in Table 2-3.

Table 2-3: Nokia 7705 SAR-8 components.

Component	Model
Chassis	SAR-8 V2
Redundant control switch modules	CSM-V2
Six 10/100 RJ45 ports and two GigE SFP ports	A8-ethv2
Fan Module for SAR-8 shelf V2 Ext. Temp (-48VDC)	FAN

The new sites are equipped with “Layout 1” shown below in Figure 2-2.

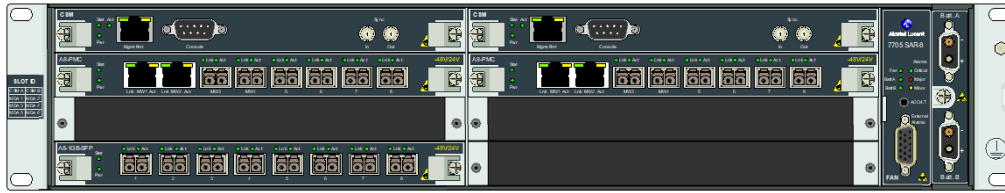


Figure 2-2: Nokia 7705 SAR-8

The connection between the Microwave/Carrier and 7705 SAR-8 will be GigE and use a fiber optic cable. The mode of the fiber optic will be determined by the interface of the provider. This connection will be rate limited (matching the available bandwidth) to ensure the Microwave/Carrier buffer is not overwhelmed.

Table 2-4: Various connection types.

Connection Type	Physical Media	Fiber Mode	Rate Limit	Port ID
Microwave (Ring)	SFP Module	SM 10Km	75Mbps	1/1/4 - CW 1/2/4 - CCW
Microwave (Spur)	SFP Module	SM 10Km	TBD	1/1/[3-4] 1/2/[3-4]
ASE Circuit ¹	SFP Module	SM 10Km	TBD	1/5/1
LTE Circuit ¹	SFP Module (RJ45)	-	TBD	1/5/2
MetroNet ¹	SFP Module	SM 10Km	TBD	1/5/3
Carrier Circuit ¹	SFP Module	SM 10Km	TBD	1/5/4
Other	SFP Module	TBD	TBD	1/5/[5-6]
ASM	SFP Module	RJ45	TBD	1/5/7
MDFR 10.18	SFP Module	RJ45	TBD	1/5/8

The SFP modules will be populated as per direction of MDFR at the time of order.

The system will monitor the functionality of the antenna systems at each of the following sites in Table 2-5 below.

Table 2-5: Antenna System Monitoring Sites

Site	Site Name
1	Aventura Hospital
2	Fire Station 18
3	Fire Station 71 (Eureka)
4	Fire Station 72 (Florida City)
5	PortMiami
6	Homestead Air Reserve Base

2.1.2.2 DC Power Plant

Motorola Solutions shall install a DC power plant at sites as set forth herein.

- The Trilogy-S has eight (8) rectifier positions and is rated at 300 amps using a 2000W/40A rectifier.
- Each pair of rectifiers will be fed from a 30A, 2-pole circuit breaker, from a 208/240VAC source.
- There are 20 load breaker positions, rated to 100A / position.
- The Smartpack-S controller manages all monitoring and control of the battery plant.
- The 6RU Trilogy system is mounted in a 23" x 7' two post relay rack, equipped with battery racks to hold the 48V battery strings.
- Where necessary, a second 23" x 7' rack is used to house additional battery strings.
 - Sites have from 2 – 5 battery strings.
 - The Enersys SBS-XL battery product is used.
 - ◆ VRLA battery technology.
 - ◆ 20-year Design Life battery comprised of 12-volt battery packs.
 - ◆ Each 48V string (4 batteries) takes 8 RU in the power rack (or expansion rack where needed).

2.1.2.3 Antennas

Motorola Solutions shall replace antennas at identified existing radio system sites and will equip those sites with Alive Metal Dipole Antennas (ATC-GD4V8O) for the UHF Frequency Band. Sites that have been identified to change to the metal dipole antennas shall be provided heavier duty, multi-point mounting hardware for top and bottom mounting on towers and other sites where possible. New sites shall also be equipped with the Alive Metal Dipole Antennas (ATC-GD4V8O). When Motorola Solutions and the County mutually agree that sites will not permit Alive Metal Dipole antennas, Motorola Solutions shall install, as an alternative, RFI Fiberglass antennas.

2.2 CIIP MICROWAVE

2.2.1 System Summary

With the addition of new RF sites to the UHF Radio System, Motorola Solutions shall also provide new microwave paths for connectivity at the new sites as well as improved connectivity and system redundancy for the existing sites. A total of 8 new individual paths are shown in the topology below. The K&B to FS71 to TG is replacing a core tri-channel link from K&B to TG in the OC3/MPLS ring. The TG to MIC hop is proposed as a single MPLS channel (OC3 not included). Each microwave hop is designed as 30 MHz/128QAM with a link capacity of 155Mbps. The design includes, four (4) 6 GHz MHSB, two (2) 6 GHz MHSB/SD and one (1) 11 GHz MHSB hops with the traffic being all Ethernet. Each site will be evaluated on a case-by-case basis to determine if there is enough room to utilize existing racks wherever possible. In cases where there is not enough existing rack space, those sites will get a new equipment rack. Any sites that require a new rack will be included as part of the project. There will be no additional charge to MDFR. Each site will be provisioned with new IRU600v4 microwave radio, INUe with supporting modem cards (RAC 70 card or XPIC equivalent), Ethernet cards (DAC GE3) with local open port, and AUX cards modules as well as antennas, waveguide, dehydrators, batteries, and chargers for the microwave equipment. Motorola Solutions and Aviat

shall make a best effort to avoid reducing power on existing paths to accommodate the proposed new paths, however, the actual transmit power is a function of the coordination process performed by Comsearch.

2.2.1.1 Microwave Path Calculations

Preliminary Path Loss and Fade Margin Calculations are provided as part of the documentation for the Microwave links. The Vigants 1975 reliability models have been used. The paths, individually, meet or exceed 99.999% annual 2-way reliability with RX threshold of BER=10⁻⁶ with a flat fade margin of at least 40dB. However, after post PCN (Prior Coordination Notice) all paths must meet their individual path objectives +/- 2dB assuming no external interference. The path calculations are based on the data provided and radio guaranteed specifications.

The paths have been designed utilizing UXA6-U57AC and UXA4-U57AC (Ultra-High-Performance Dual-Polarization Antennas). Deploying Dual-Polarization antennas allows flexibility to deploy both vertical and horizontally polarized channels based on the results of frequency coordination and offers excellent sidelobe suppression to help mitigate interference. The UXA6 series of antennas offers high XPD (Cross Polarization Discrimination) of 40 dB and with the high wind kit can support windspeeds up to 155 mph. Additionally, all mounts must have stiff-armed on the inner and outer rings. Preliminary Path Profiles are generated using "National Elevation Dataset (NED) 10m" Terrain Database and "National Land Cover Database (NLCD)", provided for reference. 98ft high trees assumed for evergreen forest /area. New antenna centerlines are derived based on the path clearance criteria: a) 100%F1 @ K=1.33 b) F1 @ k=0.4 for main path, and 60%F1 @ K=1.33 for diversity path where applicable. Please refer to the preliminary Path Calculations and Profiles for details.

The design and implementation of each microwave hop to meet performance objectives, typically specified as "X-9's availability". As an example, a hop designed to achieve 99.9990% availability (5-9's) will average 315 seconds (or less) of downtime per year over a ~10 year period. A hop designed to achieve 99.9991% availability will average 284 seconds (or less) of downtime per year over a ~10-year period. The current MDFR availability requirement per hop is 99.999%. This is the default standard availability for public safety microwave hops. Increasing availability typically requires introduction of larger parabolic antennas.

Field path surveys are performed to ensure the microwave path does not have obstructions or other geographic attributes that might compromise the quality of the RF transmission. With a field path survey completed, we will know if our initial design will meet the required performance objective, barring any unknown interference.

It is common for Motorola Solution's modeling (post field path survey) to predict performance/availability slightly higher than the contractually required value. Microwave transmission is not an exact science. With constantly evolving real-world conditions, any additionally predicted availability is viewed as insurance that the hop will perform very well for many years to come.

The paths are designed making every effort to achieve 40dB fade margin. Achieving this is dependent upon the frequency coordination and licensing as well as there being no known/unknown external interference cases. Non-XPIC hops will still be designed to achieve 5 9's availability. Due to frequency congestion, we may be forced to use XPIC on some number of new hops which may or may not impact the XPIC path reliability.

If an existing tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system shall be negotiated as an amendment to this Agreement between Motorola Solutions and the County. The system design and associated RF

frequency plan as proposed is preliminary, subject to path survey verification, frequency coordination / FCC licensing and final path engineering results.

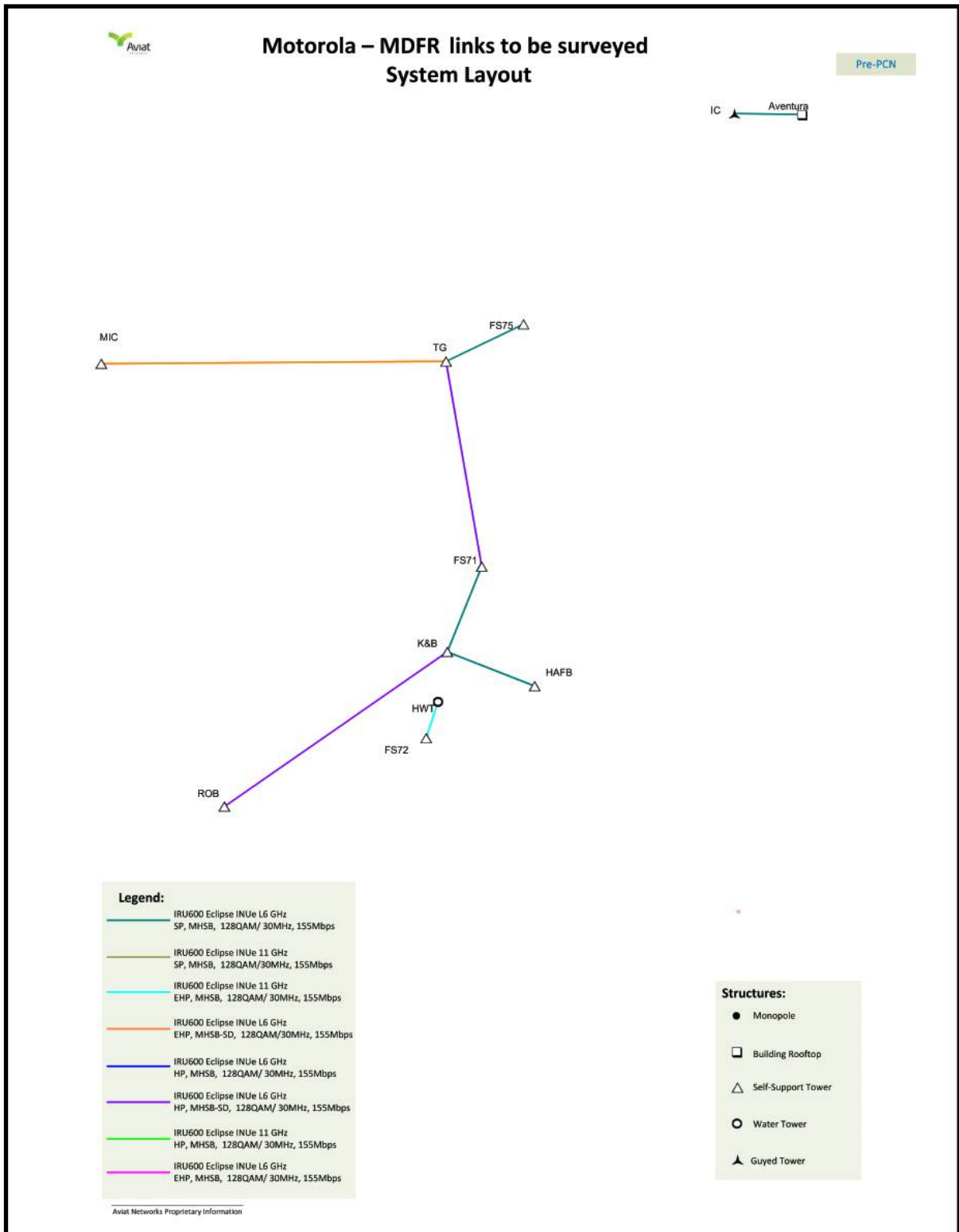


Figure 2-3: New Microwave Paths

2.3 TOWERS FOR FS18, FS71 & FS72

The antennas, microwave dishes and other associated equipment for the new UHF transmit sites at Fire Stations 18, 71 and 72 will be 199-foot Self-supporting Lattice Towers which shall have a crown at the top like the tower design and FS75 and shall be designed, at a minimum, to support the below equipment mounted on the tower.

DESIGNED APPURTENANCE LOADING			
TYPE	ELEVATION	TYPE	ELEVATION
Beacon	199	(2) 2" x 96" Sch. 40	180
Beacon	199	SP1 VFA12-HD	180
Beacon Extender (6" x 336" Sch. 40)	199	SP1 VFA12-HD	180
Beacon Extender (6" x 336" Sch. 40)	199	SP1 VFA12-HD	180
21' LRE with 7'-6" lightning rod (arm=11.5')	199	SP1 R5 (Includes 4.5"x72" Pipe)	155
BMR12	199	2-1/2" x 7' Sch. 40	155
BMR12	199	UHX8-U57AC	155
Alive Telecommunications ATC-GD4V8O	199	SP1 R5 (Includes 4.5"x72" Pipe)	150
Alive Telecommunications ATC-GP1V4CD7	199	2-1/2" x 7' Sch. 40	150
		UHX8-U57AC	150
TTA (12"x12"x8")	199	SP1 R5 (Includes 4.5"x72" Pipe)	120
TTA (12"x12"x8")	199	SP1 R5 (Includes 4.5"x72" Pipe)	120
13' Pirod LP Platform	199	2-1/2" x 10' Sch. 40	120
(2) 2" x 96" Sch. 40	199	2-1/2" x 10' Sch. 40	120
(2) 2" x 96" Sch. 40	199	UXA6-W57AC	120
(2) 2" x 96" Sch. 40	199	UXA6-W57AC	120
Alive Telecommunications ATC-GD4V8O	180	SP1 VFA12-HD	110
Alive Telecommunications ATC-GD4V8O	180	(4) PANEL (8' X 1' X 4")	110
Alive Telecommunications ATC-GD4V8O	180	(4) 2" x 96" Sch. 40	110
Alive Telecommunications ATC-GP1V4CD7	180	SP1 VFA12-HD	110
		(4) PANEL (8' X 1' X 4")	110
BMR12	180	(4) PANEL (8' X 1' X 4")	110
BMR12	180	(4) PANEL (8' X 1' X 4")	110
(2) 2" x 96" Sch. 40	180	(4) 2" x 96" Sch. 40	110
(2) 2" x 96" Sch. 40	180	(4) 2" x 96" Sch. 40	110
	180	SP1 VFA12-HD	110

Figure 2-4: Tower designed appurtenance loading table.

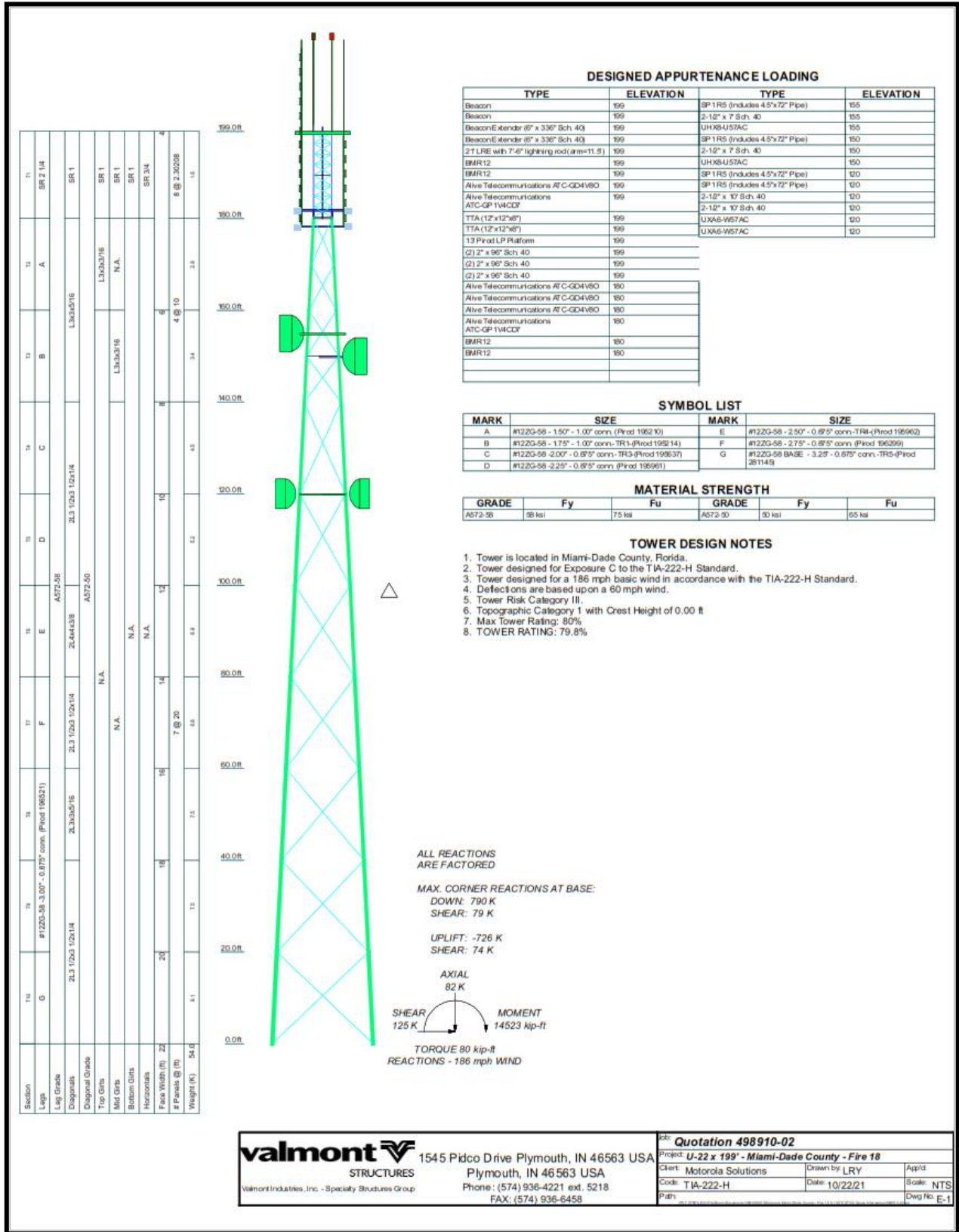


Figure 2-20: Valmont 199-foot Tower

2.4 PORTMIAMI SHELTER

A PEPRO Shelter shall be provided by Motorola Solutions for the PortMiami site to house the site equipment. The shelter will be situated on the top of the Parking Garage across from the Royal Caribbean offices.



Figure 2-5: Aerial view of Port parking garage

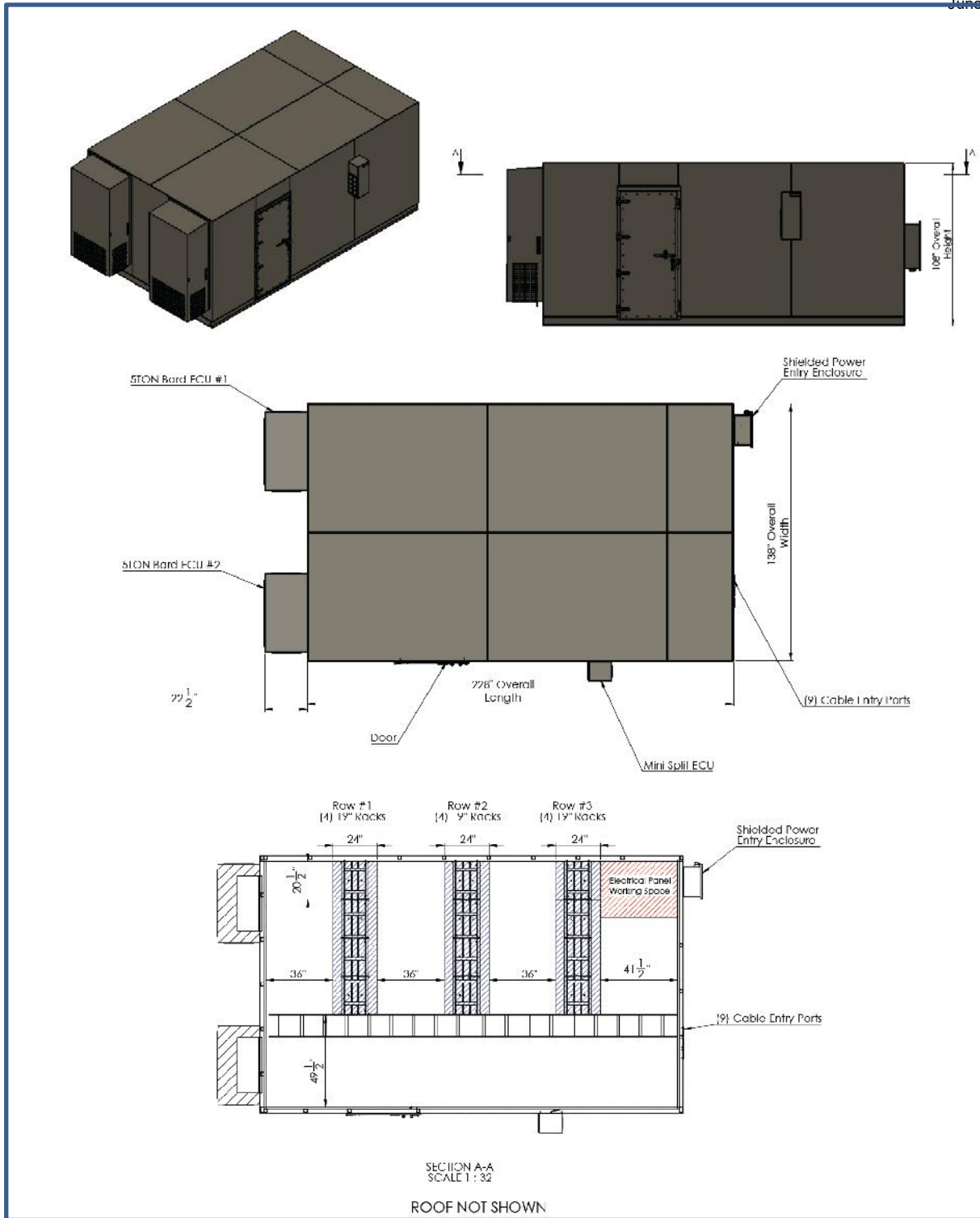


Figure 2-6: PEPRO Shelter renderings and drawing

Enclosure Wgt:	TBD
Codes:	ASCE 7-16 IBC 2018 NEC 2020
A. Protection Shelter:	
All PEPRO shelters feature our Faraday Cage Technology. This product is covered under patents #5,749,178 - #7,046,621 - #7,385,147.	
Technical Specifications Independent Laboratory-Tested Protection Levels: RFI: 79dB rating from 20MHz to 3.25 GHz. EMI: 40dB Magnetic Field Lightning: 1,500,000 Volts- 80,000 Amps Direct strike on enclosure with less than 1 micro-joule penetration inside.	
B. Uni-Body Aluminum Enclosure:	
Material:	
- Wall, Roof & Floor Sheathing:	3/16" Aluminum- 6052
- Wall & Roof Studs:	3x2x0.25 Aluminum Tube- 6061
- Floor Supports:	C6x4.48 Aluminum Channel- 6051
Specifications:	
- Roof Loading:	200 psf
- Floor Loading:	400 psf
C. Finish:	
Exterior:	
- All outside surfaces:	UV resistant Primer & Paint
Interior:	
- Walls & Ceiling:	1/16" FRP Paneling
- Floor:	1/2" Interlocking Rubber Mat
- Trim:	1"x1x0.06 Aluminum Angle
Insulation:	
- Walls & Ceiling:	R-20 Foil faced Foam Board Insulation
D. Door & Openings	
Door:	
- 36" x 80" - 3/16" Aluminum- 6052, R-13 Insulation, Adjustable and Lockable Bar Lock	
Cable Entry:	
- (9) 3 1/2" Cable Entry Ports that fit PEPRO Shielding Cable Entry Glands and/or PEPRO Telecom Entry Box.	
Shielded Gland:	
- (6) Cable Entry Glands	
E. Electrical	
Power Service:	
- MU-80 shielded Power Entry Enclosure w/ (4) 200Amp Filters	
Load Center:	
- 200 Amp 42 Space, 3 Phase, 208/120VAC	
Surge Suppression:	
- (1) Raycap Surge Blox R-55 Surge Suppressor	
Alternate Power:	
- none	
Transfer Switch:	
- none	
Receptacles:	
- (4) 120VAC Duplex Receptacles	
- (10) 208VAC Outlets	
Lighting:	
- (8) 120VAC LED Interior lights	
Smoke Detector:	
- Provided	
F. Heating/Ventilation	
- (2) B-TON Band ECU units	
- (1) Load Lag Controller	
- (1) Mini Split ECU unit	
H. Grounding	
- PEPRO's Faraday Cage design	

Figure 2-7: PEPRO Shelter specs

2.5 APX NEXT RADIO EQUIPMENT & SMART SERVICES

2.5.1 Smart Radio Equipment

Motorola Solutions shall provide the Motorola APX NEXT XE Fire Portables, APX 8500 Mobiles, APX Consolettes, Sierra Wireless XR80 Routers and accessories listed in section 6.1.

2.6 SMART APPLICATION SERVICES

The following Smart Services are included for APX NEXT Portables:

- SmartLocate with CommandCentral Aware
- SmartMapping
- SmartProgramming
- SmartMessaging
- SmartConnect

CommandCentral Aware is also compatible with Microsoft Active Directory and Active Directory File System (ADFS).

The retention period for location data in CommandCentral Aware mapping is configurable via the CommandCentral Admin tool. CommandCentral Aware can be configured to store up to 12 weeks of location data or can be configured not to store any data at all. The retention time is configurable and can also be set to 9 weeks to match what MDPD Police currently uses on its AVL System. The CommandCentral Aware historic map can be exported into a KMZ file for use in GoogleEarth. There is no limit to the amount of data stored nor is there a charge for the retrieval of data.

2.6.1 Secondary SmartConnect Fallback

In addition to having SmartConnect to extend coverage with the Fire UHF Radio System, Motorola shall host a set of backup channels in the SmartConnect cloud for MDFR. This will provide a fallback set of channels that MDFR could revert to in the event that the Motorola ASTRO Core at MDFR Headquarters is not available. In the event this were to happen, this would enable MDFR to revert to a secondary set of SmartConnect channels and maintain communications.

2.6.2 SmartLocate with CommandCentral Aware

CommandCentral Aware is also compatible with Microsoft Active Directory.

The retention period for location data in CommandCentral Aware mapping is configurable via the CommandCentral Admin tool. CommandCentral Aware can be configured to store up to 12 weeks of location data or can be configured not to store any data at all. The retention time is configurable and can also be set to 9 weeks to match what Miami-Dade Fire Rescue currently uses on its AVL System. The CommandCentral Aware historic map can be exported into a KMZ file for use in GoogleEarth. There is no limit to the amount of data stored nor is there a charge for the retrieval of data.

SmartMessaging retention period can be configured in increments of weeks to a maximum of 12 weeks. There is no limit to the amount of data stored nor is there a charge for the retrieval of data.

2.6.3 APX NEXT CAD Interface

The APX NEXT CAD Interface is a vendor agnostic CAD interface for APX NEXT to bring in real-time message to the APX NEXT platform including but not limited to:

- Providing Incident Information such as incident number, location, hazards, nature of call, incident updates and associated multi-media.
- Bi-directional communications which allow the officer to provide updates to the dispatcher such as status updates and emergency notifications.
- Notification to the dispatcher when the Emergency Button is activated.
- Personnel level tracking to CAD, with configurable location updates (dynamic location updates).

The APX NEXT CAD Interface functionality detailed above shall be available per Section 2.6.6. Motorola shall provide either an API or an SDK to Miami-Dade allowing Miami-Dade to share with any CAD vendor for integration with APX NEXT portables. The API document or SDK shall be made available to the agency either via a pdf document or with the SDK placed in escrow. As Motorola develops the solution for the APX NEXT CAD Interface, Miami-Dade shall be included in discussions to help validate the solution.

Motorola Solutions acknowledges that MDFR requires the capability to interoperate between Motorola PremierOne CAD (utilized by MDPD) and its future CAD and CAD Data Exchange Hub (DEH). The CAD to CAD Interface & DEH interface solutions will allow integration between Miami-Dade Police Department and the selected CAD for MDFR. The DEH interface will allow additional agencies to interface these CAD solutions, regardless of vendor. This bidirectional exchange of information will provide first responders with the ability to share information and data in a reliable and secure manner to save lives, preserve property, and ensure that proper communications systems and processes are available on demand to support organized emergency response. Motorola Solutions shall provide these interfaces, at the request of the County for an additional payment of \$100,000 each.

2.6.4 Home Channel Functionality & Control Lock

Home Channel Functionality

Motorola Solutions acknowledges that MDFR requires the capability to configure the APX NEXT with the "Home Channel" function to be able to remove the Home Channel soft button on the touchscreen display in the programming software due to users frequently hitting the soft Home Channel button and inadvertently changing channels. MDFR also requires the ability to assign the radio's purple side button to be the shortcut to the "Home Channel" button and have the channel locked via the programming software so that it cannot be changed by an end-user. Motorola shall provide this functionality as set forth in Section 2.6.6.

Control Lock Capability

Motorola Solutions acknowledges that MDFR requires the ability to lock all buttons and switches including the side buttons with the A/B/C switch. Motorola Solutions represents and warrants that this functionality is available in the APX NEXT R04.22.00 Software Release which will be provided to the County as set forth in Section 2.6.6.

2.6.5 CommandCentral Device Login Feature

Motorola Solutions acknowledges that MDFR requires the ability to remotely log in/out the APX NEXT devices into CommandCentral without the need for end-users to enter an email username and password and prevent the end-users from having the ability to log in/out from the radio. Motorola Solutions represents and warrants that these features will be provided to the County as set forth in Section 2.6.6.

2.6.6 Future Feature Availability

- Home Channel Functionality & Control Lock – available in 2023
- APX NEXT CAD Interface – available in 2024
- CommandCentral Device Login Feature – available in 2024

2.6.7 Parts & Support

Motorola Solutions shall support APX NEXT with the necessary parts, accessories, and firmware updates (with security updates as necessary) for a period of 5 years after product cancellation to maintain the UL Rated* Ensemble (Radio / Battery / Antenna / Speaker Mic).

**UL to non-incendive standards: UL 121201 and CAN/CSA C22.2 No. 213-17 as safe for use in Class I, Division 2, Groups A, B, C, D; Class II, Division 2, Groups F, G; Class III Hazardous Locations) for the life of the product.*

2.6.8 APX NEXT Firmware / Security Updates

APX NEXT utilizes TLS v1.2 for all Network Layer connections. Data is encrypted with FIPS 140-2 validated cryptography. Motorola continually evaluates the latest standards in data security with respect to cloud data services and upgrades our solution as appropriate.

2.7 DEVICE EQUIPMENT LISTS

2.7.1 Hand-Held / Portables

APX NEXT XE Portables	Qty.
All-Band Portable APXNEXT XE Portable (7/800 / UHF / VHF)	1360
<i>P25 Trunking Phase 1 / Phase 2</i>	1360
<i>Radio Authentication</i>	1360
<i>AES / DES Encryption</i>	1360
<i>Over-the-Air Rekeying (OTAR)</i>	1360
<i>ViQi Voice Control</i>	1360
<i>SmartConnect (Yr. 1)</i>	1360
<i>SmartLocate (Yr. 1)</i>	1360
<i>SmartMapping (Yr. 1)</i>	1360
<i>Smart Messaging (Yr. 1)</i>	1360
<i>SmartProgramming (Yr. 1)</i>	1360
<i>High-Capacity UL Div. 2 Battery (5650 mAh)</i>	1360
<i>Antenna</i>	1360
Spare High-Capacity UL Div. 2 Battery (5650 mAh)	1360
XVE500 Remote Speaker Mic	1360
APXNEXT IMPRES Single Unit Charger	400
APX to APXNEXT Multi-Unit Charger Conversion Kits (6 APXNEXT Inserts / Kit)	25
APXNEXT IMPRES Multi-Unit Charger	175
Included Future Features:	-
<i>Multi-System Over-the-Air Rekeying (OTAR)</i>	-
Optional Future Smart Services requiring an annual subscription:	-
<i>Future APX NEXT CAD Interface Smart Service</i>	-

* Future feature availability per Section 2.6.6.

2.7.2 Multi-Band Mobiles

APX8500 Mobiles	Qty.
All-Band Mobile (7/800 / UHF / VHF)	130
<i>P25 Trunking Phase 1 / Phase 2</i>	130
<i>Radio Authentication</i>	130
<i>AES / DES Encryption</i>	130
<i>Over-the-Air Rekeying (OTAR)</i>	130
<i>Multi-System OTAR</i>	130
<i>SmartProgramming (Yr. 1)</i>	130
<i>SmartConnect (Yr. 1)</i>	130
<i>No Control Head</i>	130
<i>Multi-Band Antenna</i>	130

2.7.3 Single-Band Mobiles

APX8500 Mobiles	Qty.
All-Band Mobile (UHF)	60
<i>P25 Trunking Phase 1 / Phase 2</i>	60
<i>SmartProgramming (Yr. 1)</i>	60
<i>SmartConnect (Yr. 1)</i>	60
<i>Remote Mount Control Head</i>	60
<i>Multi-Band Antenna</i>	60

2.7.4 Multi-Band Dual Control Head Mobiles

APX8500 Mobiles	Qty.
All-Band Mobile (7/800 / UHF / VHF)	8
<i>P25 Trunking Phase 1 / Phase 2</i>	8
<i>Radio Authentication</i>	8
<i>AES / DES Encryption</i>	8
<i>Over-the-Air Rekeying (OTAR)</i>	8
<i>Multi-System OTAR</i>	8
<i>SmartProgramming (Yr. 1)</i>	8
<i>SmartConnect (Yr. 1)</i>	8
<i>Dual Control Head Configuration</i>	8
<i>Multi-Band Antenna</i>	8

2.7.5 Mobile Upgrades

Existing APX8500 Hardware & Software Upgrades	Qty.
Ethernet Faceplate Conversion Kits / LTE Modem Wired Connection	200
SmartConnect & Encryption Upgrades	200
<i>AES Encryption / Multi-System OTAR</i>	200
<i>SmartConnect / Wi-Fi / Data Modem Tethering</i>	200

2.7.6 XR80 Vehicular Routers

Sierra Wireless XR80	Qty.
Sierra Wireless XR80 DC & WiFi	198
10-in-1 Antenna (4X5G/LTE, GNSS, 5XWiFi 2.4/5GHz, Bolt Mount, 5m, Black)	198
Airlink Complete Management & Support - 5 Years	198
Client License for Gateway	198
5 Year Annual Maintenance & Support ACM Client	198

* MDRF will be providing SIM cards / cellular service for any LTE routers/modems.

SECTION 3

SERVICE PACKAGE STATEMENT OF WORK

As it relates to this Service Package Statement of Work (SOW), Motorola Solutions shall provide all services identified as Motorola Solutions Responsibilities. At the discretion of MDFR, MDFR Responsibilities can be fulfilled by assigned Motorola Solutions technicians.

3.1.1 Hardware Repair

3.1.1.1 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device. Motorola Solutions shall determine whether a malfunctioning device shall be repaired or replaced.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from MDFR's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

3.1.1.2 County Responsibilities

- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
 - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that MDFR wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and MDFR has loaded information for that device to Motorola Solutions' cloud environment, MDFR will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

3.1.1.3 Limitations and Exclusions

MDFR will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will

notify MDFR and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to MDFR's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
 - Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
 - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
 - If the MDFR fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

3.1.1.4 Accidental Damage

Motorola Solutions shall provide Accidental Damage repair coverage for internal and external device components damaged due to accidents or that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions hardware purchase. This offer reduces unexpected expenses relating to the repair of the device.

Accidental Damage coverage includes all Hardware Repair services, and expands coverage to include Accidental Damage. Examples of items included under Accidental Damage Coverage are:

- Electrical repair for components that are not working in accordance with published specifications
- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and MDFR will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match MDFR's firmware version. MDFR may need to downgrade the firmware on the replacement device.

3.1.1.4.1 Added Motorola Solutions Responsibilities for Accidental Damage

- Repair or replace accidentally damaged device. Motorola Solutions shall determine whether an accidentally damaged device shall be repaired or replaced.

3.1.1.4.2 Limitations and Exclusions

In addition to applicable Limitations and Exclusions for Hardware Repair, Accidental Damage limits or excludes the following:

- There is a limit of one device repair per device/per contract year with Accidental Damage coverage. This exclusion does not apply to repairs to malfunctioning components. Motorola Solutions will repair malfunctioning components covered by the standard Hardware Repair service as needed.
- Where ongoing "accidental damage" is reasonably deemed by Motorola Solutions to be excessive, systemic or the result of device mishandling, MDFR may be subject to an additional charge. Should the accidental damage continue unabated, MDFR will incur repair charges at Motorola Solutions' reasonable discretion and prevailing charges for devices reasonably deemed by Motorola Solutions to have been damaged through improper handling, carelessness, or reckless use.
- Accidental Damage is quoted on a per-unit basis, is prepaid, non-cancellable, and non-refundable for the purchased service term.

3.1.2 Device Technical Support

Motorola Solutions shall provide Device Technical Support service which provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, MDFR may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the MDFR's behalf.

3.1.2.1 Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log MDFR support requests, and assign a technical representative to respond to an incident per the defined timeframes.

3.1.2.2 MDFR Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve MDFR issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

3.1.2.3 Limitations and Exclusions

- Device support does not include Land Mobile Radio (“LMR”) network, Wi-Fi, and LTE network troubleshooting.

3.1.3 Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. Motorola Solutions shall provide the County with software maintenance, which includes firmware releases and “future-proof” of products and services purchased herein.

3.1.3.1 Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates via the RadioCentral cloud server. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through RadioCentral.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

3.1.3.2 MDFR Responsibilities

- Periodically check MyView Portal for firmware update announcements.
- Request updated firmware versions for the radio fleet within the support window.

3.1.4 RadioCentral Access

Motorola Solutions shall provide the County with RadioCentral access to provide radio provisioning and programming capability with the convenience and security delivered by cloud hosting. Device information will be loaded into the Motorola Solutions-hosted database directly from the factory, and MDFR can use their own computer equipment to configure codeplugs before the device arrives. Software updates and device configuration changes can be set up

from anywhere with an Internet connection and pushed out through Wi-Fi or LTE (SmartProgramming) to keep devices up to date and officers in the field.

With DMS Advanced, MDFR can use RadioCentral's batching capabilities for efficient programming and easy fleet management.

Outside of pre-announced maintenance periods, RadioCentral will be available on a best effort 24/7 basis. Broadband network and cloud performance may reduce availability.

3.1.4.1 Motorola Solutions Responsibilities

- Host the RadioCentral server software in a secure cloud environment.
- Keep the RadioCentral server software up-to-date with all software and security patches.
- Keep the RadioCentral database backed up and restore backups, as needed.
- Populate the RadioCentral database with device serial numbers, model information, feature information, and default codeplugs.
- Provide access information (login information, IP addresses, and port numbers as needed), as well as current RadioCentral Client software downloads via MyView Portal.
- Ensure that RadioCentral is accessible to Wi-Fi and LTE connected devices.
- Provide a link between RadioCentral and MyView Portal.
- Monitor the status of the RadioCentral cloud platform.
- Notify MDFR via Remedy of any scheduled maintenance or other planned outages.
- Notify MDFR through Remedy and MyView Portal of any unplanned outages.
- Provide authorized administrator access to RadioCentral via a third-party identity management system.

3.1.4.2 MDFR Responsibilities

- Provide contact information, including email addresses, for the RadioCentral administrator.
- Provide contact information, including email addresses, for the radio provisioning agency or agencies.
- Administer provisioning agency RadioCentral accounts.
- Provide a Wi-Fi network with Internet access for device programming.
- Provide and maintain the required RadioCentral client computer(s).
- Provide internet access for the RadioCentral client computer.
- Maintain the configuration database.
- Program devices using RadioCentral as needed.

3.1.4.3 Limitations and Exclusions

- RadioCentral programming is limited to LTE and Wi-Fi programming only. Over-the-air programming (via the LMR system) and Bluetooth programming are not supported.

3.1.5 RadioCentral Technical Support

For RadioCentral Technical Support, Motorola Solutions shall respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, MDFR may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative shall log a technical request in Motorola Solutions Case Management System on the MDFR's behalf.

3.1.5.1 Motorola Solutions Responsibilities

- Monitor the status of the RadioCentral cloud platform.
- Notify MDRF of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to RadioCentral. MDRF Data may be accessed by Motorola Solutions employees residing outside of the MDRF's country for the sole purpose of providing such support.

3.1.5.2 MDRF Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve MDRF issues.
- Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.

3.1.5.3 Limitations and Exclusions

- Initial fleetmap template creation or consultation required to assemble a fleetmap strategy is excluded.
- Motorola Solutions Technical Support will not accept radio programming assistance calls. Support is limited to the correction of defects with the RadioCentral programming tool.

3.1.6 MyView Portal Access

Motorola Solutions shall provide MyView Portal access which provides tracking for the status of subscriptions and service contracts, including start and end dates. MyView Portal displays the serial number, configuration, and firmware versions of all the APX NEXT devices in MDRF's fleet. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

MDRF can also access fleet level reports, charts, and graphs that make it easy to spot fleet level trends and trends over time, improving the fleet management experience.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

3.1.6.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view MDRF's data.
- Provide MDRF with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest information.
- Establish and maintain connectivity between RadioCentral and MyView Portal.

3.1.6.2 MDRF Responsibilities

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.

- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

3.1.7 Device Management Training

Motorola Solutions shall also provide Device Management Training consisting of detailed instruction for radio technicians on how to use the RadioCentral programming tool and how to manage a fleet of devices and administer access to RadioCentral through MyView portal. Upon completing the training, participants will be able to provision and program their APX NEXT radio fleet with confidence. Training includes access to an online overview course, as well as a two-day instructor led workshop. Motorola will provide in-person / on-site training for the initial deployment. Motorola will also provide online training in perpetuity, available to as many Miami-Dade personnel as needed.

The instructor-led workshop can be delivered in three different ways:

- Virtually via web conferencing (1 seat).
- In person at a Motorola Solutions facility (1 seat).
- In person at MDFR's site (up to 12 seats).

3.1.7.1 Motorola Solutions Responsibilities

- Provide access to the online training class.
- Provide training material for class.
- Provide an instructor to lead the training workshop.

3.1.7.2 MDFR Responsibilities

- Provide PC and Internet connection to take the online training class.
- If MDFR training occurs at a Motorola Solutions facility, cover expenses for students to travel to a Motorola Solutions facility.

3.1.8 DMS Priority Levels

For RadioCentral cloud-based elements, the following Priority Levels and response times apply. Initial Technical Response is defined as acknowledgement to MDFR that an incident has occurred.

Description	Initial Technical Response Time
Critical P1	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> ▪ Greater than 25% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting more than 50% of devices. 	1 hour 24/7
High P2	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> ▪ Greater than 5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting more than 15% of devices. 	4 hours 24/7
Medium P3	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> ▪ Between 1-5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting LESS than 15% of devices. 	24 hours 8 x 5 business hours
Low P4	
Items include: <ul style="list-style-type: none"> ▪ Documentation questions. ▪ General informational questions. ▪ Other Investigations not marked as a higher priority level. 	7 business days
For issues deemed to be Critical P1, High P2, and Medium P3, MDFR will need to ensure contact is made with Motorola Solutions personnel via telephone. Communication via email, SMS or any web chat applications shall not be accepted as proof of notification given the delayed and non-guaranteed nature of the mode of communications. All emailed requests will be treated as Medium P3 incidents. The above Response Goals shall not be applicable during the occurrence of a Force Majeure event (e.g. acts of God, including earthquakes and floods).	

3.2 STATEMENT OF WORK FOR DEVICE MANAGEMENT SERVICES – ESSENTIAL

3.2.1 Overview

Motorola Solutions shall provide Device Management Services - Essential (“DMS Essential”) for APX™ subscriber radios with Subscriber Radio Technical Support and Hardware Repair services to the County.

As it relates to this Device Management Services - Essential Statement of Work, Motorola Solutions shall provide all services identified as Motorola Solutions Responsibilities. At the discretion of MDFR, MDFR Responsibilities can be fulfilled by assigned Motorola Solutions technicians.

3.2.2 Hardware Repair

3.2.2.1 Scope

Motorola Solutions shall provide Hardware Repair consisting of repair coverage for internal and external subscriber radio components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The subscriber radio will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original subscriber radio.

3.2.2.2 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device. Motorola Solutions shall determine whether a malfunctioning device shall be repaired or replaced.
- Complete repair or replacement with a turnaround time of four business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from MDFR’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

3.2.2.3 Limitations and Exclusions

- Replacement of consumable parts or accessories, as defined by product, including batteries, cables, antennas, and carrying cases.
- In the case of mobile radios, repair of a single mobile control head that is required for normal operation of the subscriber radio is included, provided the control head was supplied at the original point of purchase of the mobile radio.
- Repair of problems caused by:
 - Internal or external damage resulting from natural or manmade disasters, including fire, theft, and floods.

- Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
- Using the device outside of the product’s operational and environmental specifications, including improper handling, carelessness, or reckless use.
- Unauthorized alterations, attempted repair, repair by a third party.
- Non-remedial work, including administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, hardware or software products not specifically listed on the service order form are excluded from service.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or misuse of the device.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration, if not performed by Motorola Solutions and covered by Motorola Solutions’ services.
- Software Release updates.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
 - Repaired, tampered with, altered, or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
 - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
 - If MDFR fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.
- DMS Essential is quoted on a per-unit basis, is prepaid, non-cancellable and non-refundable for the purchased service term.

3.2.2.4 MDFR Responsibilities

- For non-contiguous renewals and services purchased separately from APX subscriber radios, MDFR must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate subscriber radio repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
 - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that MDFR wishes to destroy or retain prior to sending the device for repair.

3.2.3 Subscriber Radio Technical Support

3.2.3.1 Scope

Motorola Solutions shall provide Subscriber Radio Technical Support service consisting of telephone consultation for subscriber radio and accessory issues. Support shall be delivered through the Motorola Solutions Centralized Managed Support Operations (“CMSO”) organization by a staff of technical support specialists.

MDFR may contact the CMSO Call Management Center (800-MSI-HELP) at any time (24 hours a day / 7 days a week / 365 days per year) and a Motorola Solutions representative will log a technical request in the Case Management System on MDFR’s behalf. In addition, MDFR may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.

Motorola Solutions will then respond to MDFR case within two hours of case creation, during support hours. Support hours are 7am to 7pm CST, Monday through Friday, excluding US holidays.

3.2.3.2 Motorola Solutions Responsibilities

- Provide technical support for subscriber radios, assessing and troubleshooting reported issues.
- Receive and log MDFR support requests, and assign a technical representative to respond to a Case per the defined timeframes.

3.2.3.3 Limitations and Exclusions

- Land Mobile Radio (“LMR”) network, Wi-Fi, and LTE network troubleshooting.

3.2.3.4 MDFR Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve MDFR issues.
- Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.

3.2.4 MyView Portal Access

Motorola Solutions shall provide MyView Portal which is a tool available for MDFR to track order, RMA, and tech support ticket status, and serves as a consolidated download site for software and documentation.

3.2.4.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the MDFR’s data.
- Provide MyView Portal technical support to answer end user questions between the hours of 7am to 7pm CST Monday through Friday, excluding US holidays. In addition MDFR may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.
- Keep the site updated with the latest MDFR information.

- Motorola Solutions' Customer Support Manager ("CSM") will assist MDFR in establishing a MyView Portal account.

3.2.4.2 MDFR Responsibilities

- Create a MyView Portal account if MDFR does not have an existing account.
- During the DMS Essential onboarding process, provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Protect login information against unauthorized use.
- Work with Motorola Solutions' CSM to update information as needed.

SECTION 4

ASTRO 25 CONNECTIVITY SERVICE STATEMENT OF WORK

4.1 OVERVIEW

Motorola Solutions shall provide ASTRO® 25 Connectivity Service (“Service”) consisting of network backhaul to support MDFR’s mission-critical ASTRO 25 communications. The backhaul connection will link ASTRO 25 core sites with ASTRO 25 remote sites and hosted data centers. The Service will also enable connection of Motorola Solutions applications on the cloud. The ASTRO 25 Connectivity Service shall be a fully-managed end-to-end backhaul service.

Motorola Solutions shall provide and install equipment to support the Service, as described in Section 4.2.3: ASTRO 25 Connectivity Service Sites and Equipment. In addition to providing the backhaul equipment and installation services, Motorola Solutions shall maintain and manage network elements required to provide the Service (“Managed Elements”). Motorola Solutions shall provide these services as needed to meet Service Availability Goals described in this Statement of Work. Services in this Statement of Work are delivered by Motorola Solutions and its partners.

The ASTRO 25 Connectivity Service shall also enable SmartConnect on the Miami-Dade Fire Rescue ASTRO25 Core.

4.2 PRODUCT AND INSTALLATION

4.2.1 Scope

Motorola Solutions shall provide and manage connectivity service between the MDFR’s ASTRO 25 core sites and the ASTRO 25 remote sites, cloud data centers, or hosted data centers noted in Section 4.2.3: ASTRO 25 Connectivity Service Sites and Equipment.

4.2.2 Motorola Solutions Responsibilities

Motorola Solutions Shall fulfill the following responsibilities to provide the ASTRO 25 Connectivity Service:

- Provide Managed Elements noted in Section 4.2.3: ASTRO 25 Connectivity Service Sites and Equipment to establish connectivity between the MDFR provided equipment and wiring

for sites noted in the same table. Such Managed Elements are included in the pricing for equipment and installation and is determined by Motorola Solutions.

- Perform a site survey prior to installation to assess that all the conditions for a proper site installation can be met, including, but not limited to the presence of network facilities necessary to provide the necessary connectivity. Motorola Solutions will note any variations of the site that would affect the hardware specifications or estimated labor involved for a standard installation. If the site survey indicates a non-standard installation (for example, the need for construction of “last mile” network facilities), then a mutually-agreed change order may be required.
- Install equipment supplied by Motorola Solutions. Installation period is within 45 business days from the time Motorola Solutions and MDRF execute the Agreement and related addendum or addenda.
- When available and approved by MDRF in writing, Motorola Solutions may use MDRF-owned or MDRF-managed resources at no additional cost to Motorola Solutions. MDRF is solely responsible for maintenance and replacement of such resources and Motorola Solutions bears no responsibility for such resources. Motorola Solutions is further not responsible for any failures in such resources.
- Cooperate with MDRF to schedule the implementation of the ASTRO 25 Connectivity Service.
- Coordinate the activities of any Motorola Solutions subcontractors necessary to provide this service.
- Administer safe work procedures for installation.
- Assist MDRF with operating and using the system during cutover.
- Motorola Solutions may, in its sole discretion, choose to modify the backhaul design. These changes will result in equivalent or improved capacity, cost, reliability, or availability.
- Upon Motorola Solutions request, the MDRF assigned Motorola Technicians will reboot the Managed Elements, provide the LED light statuses of the third-party provider Network Terminating Unit where applicable, verify equipment power, verify that cables are securely connected, and insert a loopback plug.
- The MDRF assigned Motorola Technicians will notify Motorola Solutions of any maintenance that may affect the operating status of the Managed Elements using a Customer Maintenance Change Management Request via the Helpdesk or MyView Portal. Examples of maintenance activities include: powering down the site, a Motorola Solutions’ Managed Element, or a third-party Network Terminating Unit, or resetting, recabling, or moving equipment components.

4.2.2.1 Service Level Availability Objectives

Motorola Solutions’ ASTRO 25 Connectivity Service shall include service level goals, calculated using a standard formula as described below. Availability calculations include only active network sites during the reporting period. Inactive mobile sites are not factored into availability calculations. Motorola Solutions shall monitor service availability 24 hours a day, 7 days a week.

Availability Calculation

For the ASTRO 25 Connectivity Service, Motorola Solutions shall provide the MDRF with availability metrics for active sites. ASTRO 25 Connectivity Service availability is the percentage of time that the circuit is available within a given calendar month.

Motorola Solutions shall determine connection availability individually for each of MDRF’s ASTRO 25 Connectivity Service connections. Availability is calculated monthly by computing the total number of Critical P1 priority incident outage minutes, as defined in Table 4-2, in a calendar

month and dividing that sum by the total number of minutes in a 30-day calendar month. Availability is calculated after a Critical P1 incident ticket is opened. If the site has backup connectivity, this is factored into the availability calculation. The formula for computing target availability goals is as follows:

$$\text{Availability (\%)} = (1 - (\text{Total minutes of site Hard Outage per month} \div \text{Number of days in month} \times 24 \text{ hours/day} \times 60 \text{ minutes/hour})) \times 100.$$

Table 4-1 provides Motorola Solutions’ availability goals for specific site types. This table contains Motorola Solutions’ Service Level Goals.

Table 4-1: ASTRO 25 Connectivity Service Level Goals

Site Type	Link Count	Handoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
ASTRO 25 Core (Primary)	2	1000 – LC Fiber	SRX1500	Yes (Critical Connect)	99.999%

Outages

Availability is influenced by multiple factors, including network design, equipment, backhaul, and environmental factors. This section defines outage types, and how they factor into service availability calculations.

Hard Outage

A hard outage, classified as a Critical P1 incident, is a complete loss of Motorola Solutions-provided backhaul connectivity, during which MDFR cannot use the service and is prepared to release it for immediate testing. Motorola Solutions factors hard outages into availability calculations and would impact the service level goals.

Planned Outages

Planned outages are pauses in service delivery that Motorola Solutions can notify MDFR of in advance, with a scheduled time for when the outage will end. If a planned outage exceeds the time that was predicted by 10% of the time scheduled, then the outage will be included as an agenda item for discussion at the next meeting between Motorola Solutions and MDFR. Motorola Solutions and MDFR will recategorize the outage during the meeting. Motorola Solutions does not include planned outages in connectivity availability calculations.

Force Majeure

An outage resulting from a *Force Majeure* event is not included in availability calculations, but Motorola Solutions will provide continuous commercially reasonable effort to restore system components affected by such event.

Availability Exclusions

The following items are excluded from Motorola Solutions’ availability calculations:

- Periods of Soft Outage, during which MDFR is able to use the ASTRO 25 Connectivity Service, and is not prepared to release the service for immediate testing.
- Customer Premises Equipment (“CPE”) not under Motorola Solutions 24/7 monitoring coverage.

- Any delay, act, or omission by MDFR or a third-party, other than the local access provider, that causes or extends an outage is excluded from the availability calculation. In addition, periods of service degradation, such as slow data transmission, where a Critical P1 trouble ticket has not been opened with Motorola Solutions and MDFR has not released its Service for immediate testing are excluded.
- **“AS IS”**. THE SOLUTION AND SUBSCRIPTION SERVICES DESCRIBED HEREIN ARE PROVIDED “AS IS”. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED
- **Availability and Accuracy**. MDFR acknowledges that functionality, availability, and accuracy of the services described herein is dependent on many elements beyond Motorola Solutions’ control, including databases managed by MDFR or third parties and MDFR’s existing equipment, software, and MDFR Data. Therefore, Motorola Solutions does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. MDFR agrees not to represent to any third party that Motorola Solutions has provided such guarantee. Interruption or interference with the services described herein may periodically occur.

4.2.2.2 Incident Priority Definitions and Response Times

This section describes incident priority levels that support availability measurements.

Table 4-2: ASTRO 25 Connectivity Incident Priority Definitions and Response Time Goals

Incident Priority	Incident Definition	Primary Link Response Time Goals	Secondary Link Response Times
Critical P1	Hard Outage. The ASTRO 25 Connectivity Service is completely inoperable or degraded to the extent that it is unusable by MDFR. MDFR is prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
High P2	ASTRO 25 Connectivity Service performance is degraded, but MDFR is able to use the Service. Incidents are assigned this priority if MDFR is not prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Medium P3	A problem is affecting an ASTRO 25 Connectivity Service component, and that problem does not impact service functionality or availability.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Low P4	<ul style="list-style-type: none"> - MDFR's requests that do not impact the ASTRO 25 Connectivity Service, such as a request for an incident report - Service incidents not covered by other priority levels. - Scheduled maintenance. 	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5

4.2.3 ASTRO 25 Connectivity Service Sites and Equipment

Table 4-3 describes sites included in the proposed backhaul design, notes their location, and lists the critical solution equipment provided for them.

Table 4-3: ASTRO 25 Connectivity Service Interconnected Site Locations

Site Name	Site Address	Major Equipment
Miami-Dade Fire Rescue Headquarters	9300 NW 41st St., Miami, FL 33178	Routers & LTE

4.3 AVAILABILITY REPORTS

4.3.1 Description of Service

Motorola Solutions shall track the availability of MDFR's ASTRO 25 Connectivity Service components using standardized availability reports, and shall endeavor to achieve availability goals based on those reports. Motorola Solutions shall automatically collect and collate availability data from network elements, and use that data to determine system health and if any maintenance or improvements are needed. Trend analysis can indicate capacity, availability, or reliability issues before they significantly affect services.

4.3.2 Scope

Each month, Motorola Solutions shall create and distribute a network availability report to compare with availability levels described in Section 4.2.2.2: Incident Priority Definitions and Response Times.

This service includes the following tasks:

- Data Collection—Availability data is remotely collected and stored for reporting purposes.
- Data Reporting—A suite of availability reports is generated and uploaded to MyView Portal.

4.3.3 Inclusions

Availability reports shall be provided for Motorola Solutions-provided site connections included as part of the ASTRO 25 Connectivity Service.

4.3.4 Motorola Solutions Responsibilities

- Collect availability data through defined interfaces.
- Provide the availability reports within MyView Portal.
- Provide a Motorola Solutions assigned technician for MDFR as a point of contact for questions MDFR has about the findings or service reports provided by Motorola Solutions.

4.3.5 Limitations and Exclusions

- Motorola Solutions' availability target objectives, and related availability calculations, exclude availability degradation resulting from MDFR's failure to promptly take necessary actions.

4.4 BACKHAUL EVENT MONITORING

4.4.1 Description of Service

Motorola Solutions shall provide Backhaul Event Monitoring including real-time end-to-end event monitoring and fault isolation for ASTRO 25 Connectivity Service backhaul components and links. Backhaul Event Monitoring shall include a set of sophisticated tools support remote detection and classification of events on the MDFR's backhaul network. When an event is detected, MDFR will be alerted via tickets provided through the MyView portal as well through email notifications. Motorola Solutions shall determine the status of impacted backhaul links and engage with other service teams as needed to isolate the cause and resolve the incident. Motorola Solutions will respond to incidents in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times.

4.4.2 Scope

Backhaul Event Monitoring is available 24 hours a day, 7 days a week. Motorola Solutions' tools and processes for monitoring ASTRO 25 radio networks shall be leveraged to monitor the backhaul endpoints effectively, and to provide a consistent monitoring experience if receiving both services. Incidents that are generated by the monitoring service will be handled in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times.

4.4.3 Inclusions

Backhaul Event Monitoring is provided for the links and equipment listed in Section 4.2.3: ASTRO 25 Connectivity Service Sites and Equipment.

4.4.4 Motorola Solutions Responsibilities

- Use concurrent connectivity through the network connection established to support Backhaul Event Monitoring.
- Verify connectivity and event monitoring after system installation is complete.
- Monitor backhaul links continuously 24 hours per day, 7 days per week.
- Create incident tickets when necessary. Identify and classify the link associated with the incident. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Remotely access MDFR's backhaul to perform remote diagnosis and fault isolation as permitted by MDFR pursuant to Section 4.4.6: MDFR Responsibilities.
- Dispatch MDFR's field service technician designated in the CSP when necessary, and maintain communications with MDFR until the incident is resolved. Provide updates in accordance with the agreed frequency, until resolution.
- Upon a Priority 1 Incident, Motorola will notify the MDFR Dispatch Center via email and telephone.

4.4.5 Limitations and Exclusions

- Change to monitoring excludes any scope not contained in 4.3
- Additional support charges beyond the contracted service rates may apply if Motorola Solutions determines that system faults were caused by MDFR making changes to critical system parameters.
- Motorola Solutions is not responsible for system faults or deficiencies that are caused by changes or modifications to the system not performed by Motorola Solutions.
- MDFR assigned Motorola technicians to notify the CMSO when MDFR performs any activity that impacts the backhaul components. Activity that impacts the backhaul components may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.

4.4.6 MDFR Responsibilities

- Provide continuous power service to any Motorola Solutions backhaul equipment installed or used at MDFR's premises to support delivery of the service. MDFR agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on MDFR's premises.
- Allow Motorola Solutions' field service technician, designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Acknowledge that incidents will be handled in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times.

4.5 REMOTE TECHNICAL SUPPORT

4.5.1 Description of Service

Motorola Solutions shall provide Remote Technical Support service consisting of telephone consultation for technical issues that require ASTRO 25 Connectivity Service backhaul knowledge and troubleshooting capabilities. As with ASTRO 25 incidents, the CMSO Service Desk will respond to ASTRO 25 Connectivity Service incidents.

4.5.2 Scope

The CMSO Service Desk shall be available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service shall be provided in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times. Any unresolved incidents will be escalated to Motorola Solutions engineering and Original Equipment Manufacturers (OEM) for further assistance.

4.5.3 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-221-7144) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify MDFR requests for support.
- Respond to requests for service in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with MDFR in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify MDFR of an alternative course of action.
- The MDFR assigned Motorola technician will submit changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).

4.5.4 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- MDFR training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

4.5.5 MDFR Responsibilities

- Maintain suitably trained technical resources familiar with the operation of MDFR’s system to provide field maintenance and technical maintenance services for the system.
- Acknowledge that incidents will be handled in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times.

On-site Response

Motorola Solutions' On-site Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

4.5.6 Description of Service

The Motorola Solutions CMSO Service Desk will receive MDFR's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to achieve response time goals.

The dispatched field service technician will travel to MDFR's location to restore the system in accordance with Section 4.2.2.2: Incident Priority Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

4.5.7 Scope

On-site Response is available as needed to support the availability described in Section 4.2.2.2: Incident Priority Definitions and Response Times.

4.5.8 Inclusions

On-site Response is provided for hardware included with ASTRO 25 Connectivity Service.

4.5.9 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant MDFR information, as needed.
- Motorola Solutions designated field service technician will perform the following on-site:
 - Run diagnostics on the component.
 - Perform physical fault restoration and hardware maintenance to restore component functions.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto MDFR's premises.
 - If required by MDFR's repair verification in the Customer Support Plan ("CSP"), verify with MDFR that restoration is complete or system is functional. If verification by MDFR cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
 - Escalate the incident to the appropriate party upon expiration of a response time.

- Close the incident upon receiving notification from MDFR or Motorola Solutions on-site service technician, indicating the incident is resolved.
- Notify MDFR of incident status, as defined in the CSP and Service Configuration Portal (“SCP”):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the service technician on-site, delayed, or closed.
- Provide incident activity reports to MDFR, if requested.
- If required by repair verification preference provided by MDFR, MDFR assigned Motorola technicians to verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
MDFR assigned Motorola technicians to perform reasonable or necessary acts to enable Motorola Solutions to provide these ACS services.

4.5.10 MDFR Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined MDFR information and preferences necessary to complete CSP:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit changes in any information supplied in the CSP to MDFR Support Manager (“CSM”).
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.

4.6 SOFTWARE UPDATES

4.6.1 Description of Service

Each quarter, Motorola Solutions shall provide relevant Original Equipment Manufacturer (“OEM”) software patches for backhaul equipment included as part of the ASTRO 25 Connectivity Service. These patches will update equipment when required to maintain compatibility with components or will address security vulnerabilities.

4.6.2 Scope

Motorola Solutions shall update network components when it determines it is necessary to maintain the ASTRO 25 Connectivity Service, and shall provide security updates as needed to address identified security vulnerabilities. Any updates done will be in coordination with MDPD.

Software Updates follow Motorola Solutions’ defined change management process to avoid potential disruption. Once an OEM software update is available, Motorola Solutions shall initiate the change process to define the update’s impact and work with MDFR to schedule its implementation.

4.6.3 Inclusions

Motorola Solutions shall provide relevant software patches and updates as provided by OEMs based on a schedule mutually agreed by the parties.

4.6.4 Motorola Solutions Responsibilities

- Provide relevant software and security patches to MDFR when provided by the OEM.
- Notify MDFR if an update will require network downtime to implement.
- Work with MDFR to schedule installation of disruptive software patches.

4.6.5 Limitations and Exclusions

- Motorola Solutions does not provide warranties on software updates. Motorola shall ensure that available software warranties on software updates will be provided directly by the OEM to the County.

4.6.6 MDFR Responsibilities

- Work with Motorola Solutions to schedule installation of disruptive software patches.

SECTION 5

STATEMENT OF WORK

5.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Miami-Dade Fire Department. The tasks described herein shall be performed by Motorola Solutions, its subcontractors, and MDFR to implement the solution described in the System Description. The Statement of Work describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and MDFR during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola Solutions and MDFR.
- The qualifications and assumptions taken into consideration during the development of this project.

Motorola Solutions represents and warrants that it has made all reasonable inquiries to assure itself of the assumptions Motorola has made regarding the sites to be used for the new system. Should any of the sites change a revision to this SOW the associated pricing will be negotiated between the County and Motorola. Any changes to this SOW shall only be made by mutual agreement of Motorola Solutions and the County.

The six (6) new UHF ASTRO25 repeater sites with GTR 8000 Base Radios are listed in Table 5-1.

Table 5-1: New RF Sites

Site Name	No. of Channels
Aventura Hospital	6
Fire Station 18	6
Fire Station 71 (Eureka)	5
Fire Station 72 (Florida City)	5
PortMiami	9
Homestead Air Reserve Base	5

The individual civil upgrades are detailed in the civil scope section below.

5.2 MANNER OF PERFORMANCE

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should MDFR system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

- It should be noted that 900 MHz, Wi-Fi 6E, 2.4 GHz, and 5.2/5.4/5.8 GHz bands are unlicensed. Therefore, Motorola Solutions has no control over signal emissions in these bands that may interfere with the desired signals. Although link surveys will identify possible existing interference sources, there is no guarantee that interference will not emerge after the survey. Motorola Solutions can assist MDFR in assessing interference issues if they occur, however, the cost for the services and any additional equipment necessary to resolve the interference problem are beyond the scope of the generic link survey and installation.

5.3 CONTRACT INITIATION

5.3.1 Contract Award (Milestone)

- MDFR and Motorola Solutions execute the contract and both parties receive all the necessary documentation.

5.3.2 Contract Administration

Motorola Solutions Responsibilities:

- Assign a local, dedicated Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola Solutions information system.
- Schedule the project kickoff meeting with MDFR.

MDFR Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for MDFR-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which MDFR is responsible.

Completion Criteria:

- Motorola Solutions internal processes are set up for project management.
- Both Motorola Solutions and MDFR assign all required resources.
- Project kickoff meeting is scheduled.

5.3.3 Project Kickoff

Motorola Solutions Responsibilities:

- Conduct a project kickoff meeting during the CDR (Contract Design Review) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with MDFR.
- Review the resource and scheduling requirements with MDFR.
- Review the Project Schedule with MDFR to address upcoming milestones and/or events.

- Review the teams' interactions (Motorola Solutions and MDFR), meetings, reports, milestone acceptance, and MDFR's participation in particular phases.

MDFR Responsibilities:

- MDFR's key project team participants attend the meeting.
- Review Motorola Solutions and MDFR responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

5.4 CONTRACT DESIGN REVIEW

5.4.1 Review Contract Design

Motorola Solutions Responsibilities:

- Meet with MDFR project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to MDFR for approval. These documents form the basis of the system, which Motorola Solutions will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging or field (as required by site).
- Establish demarcation point (supplied by the Motorola Solutions system engineer) to define the connection point between the Motorola Solutions-supplied equipment and MDFR-supplied link(s) and external interfaces. This includes, but is not limited to, installing necessary infrastructure (example – conduit).
- Work with MDFR to identify radio interference between the new communication system and other existing radio systems.

Restrictions:

- Motorola Solutions assumes no liability or responsibility for inadequate frequency availability or frequency licensing issue.
- Motorola Solutions is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios. However, Motorola Solutions will provide, upon request, all necessary data for frequency coordination.
- Motorola Solutions is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola Solutions' control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by MDFR and documented through the change order process.

MDFR Responsibilities:

- MDFR’s key project team participants attend the meeting.
- Make timely decisions within a reasonable period after presentation of an issue by Motorola.
- Frequency Licensing and Interference:
 - As mandated by FCC/, MDFR, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
 - Provide the FCC / “call sign” station identifier for each site prior to system staging.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is “frozen” in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

5.4.2 Design Approval (Milestone)

- MDFR executes a Design Approval milestone document.

5.5 ORDER PROCESSING

5.5.1 Process Equipment List

Motorola Solutions Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
 - Enter order into Motorola Solutions’ MDFR Order Fulfillment (COF) system.
 - Create Ship Views, to confirm with MDFR the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
 - Create equipment orders.
 - Reconcile the equipment list(s) to the Contract.
 - Procure third-party equipment if applicable.
- Completion Criteria:
- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
 - Trial validation completed.
 - Bridge the equipment order to the manufacturing facility.
 - Motorola Solutions will place 48v DC and UPS orders under the direction of MDFR (after site acquisition) and will be installed and energized within one year of ship. If FPL cannot provide power in a timely manner, battery energize date may extend beyond the 1-year target date at the County’s reasonable expense.

5.6 MANUFACTURING AND STAGING

5.6.1 Manufacture Motorola Solutions Fixed Network Equipment

Motorola Solutions Responsibilities:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

MDFR Responsibilities:

- None.

Completion Criteria:

- FNE shipped to either the field or the staging facility.

5.6.2 Manufacture Non-Motorola Solutions Equipment

Motorola Solutions Responsibilities:

- Procure non-Motorola Solutions equipment necessary for the system based on equipment order.

MDFR Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola Solutions manufactured equipment to the field and/or the staging facility.

5.6.3 Ship to Staging (Milestone)

- No staging.

5.6.4 Stage System

Motorola Solutions Responsibilities:

- Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the transmitter/receiver sites.
- Cut and label cables according to the approved CDR documentation.
- Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- Complete the cabling/connecting of the subsystems to each other (“connectorization” of the subsystems).
- Assemble required subsystems to assure system functionality.
- Power up, program, and test all staged equipment.
- Confirm system configuration and software compatibility to the existing system.
- Load application parameters on all equipment according to input from Systems Engineering.
- Complete programming of the Fixed Network Equipment.
- Inventory the equipment with serial numbers and installation references.
- Complete system documentation.

- Third party subsystems may be staged at the manufacturer's facilities and integrated in the field.
- Provide a Factory Acceptance Test Plan.

Completion Criteria:

- System staging completed and ready for testing.

5.6.5 Perform Staging Acceptance Test Procedures

Motorola Solutions Responsibilities:

- Test and validate system software and features.
- Functional testing of standard system features.
- Conduct site and system level testing.
- Power-up site equipment and perform standardized functionality tests.
- Perform MDFR-witnessed tests based upon Factory Acceptance Test Plan.

MDFR Responsibilities:

- None.

Completion Criteria:

- Approve Factory Acceptance Testing.

5.6.6 Ship Equipment to Field

Motorola Solutions Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

MDFR Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

5.6.7 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.

5.7 SITE DEVELOPMENT STATEMENT OF WORK

5.7.1 General

Motorola Solutions Responsibilities:

- Provide and install new Microflex entry port covers over the cored access holes for the wave guide and RF coax to access the inside/outside of the facility as required by code (applies only to sites with new coax).
- Enhanced Drone Airborne Response for Documentation of all new RF site locations (PM, Aventura, FS18, FS71, FS72, HARB) after project completion. A pre-installation site survey will also be done by Airborne Response prior to site work commencing.

- Request for power deployment must be initiated as soon as reasonably possible so as not to delay site build.
- Provide mobilization costs for the construction crews. Any remobilization due to negligence by MDFR or other things outside of Motorola Solutions' control that results in interruptions/delays will result in additional costs.
- All UPS units should have a corded connection.
- All new generators will be Onan Cummins.
- Shelters are equipped with two (2) Bard or Mav Air through-wall AC's.
- 3-Ton Split systems are manufactured by Rheem.
- Provides camlocks with manual transfer switches at all sites getting a new Onan Cummins generator.
- New Tower Sites (FS18, FS71 & FS72) will have new water lines.
- ITD managed tower approval process – Motorola will propose antenna heights and size and review with ITD for approval. Upon approval, Motorola will contract with Structural Components LLC to perform a structural analysis, which will then be reviewed with ITD prior to any work commencing.

For Site Development at Aventura Hospital, Motorola Solutions shall place the RF equipment on the 9th floor and the microwave and DC plant in the 10th floor equipment rooms and then run out of each equipment room with the coax runs across the hallway floor and core through the outside wall and install a new waveguide ladder from the 9th floor to the 12th floor roof over the elevator shaft where the antennas and microwave dish are to be located. Existing openings may be used if approved by building owner and MDFR. Also, in the electrical rooms Motorola Solutions shall provide ground radar to identify rebar and tension cabling in the floor and then core one (1) 3-inch hole in the floor and sleeve the hole so that RF coax from the 9th floor to the 1st floor to allow our Motorola Solutions FSO to install coax for antennas from the system on the receive side of the system for coverage in the ER.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – MDFR responsibility
- Zoning Services – MDFR responsibility.
- Site Detail:
 - New TX / RX Site.
 - Microwave Backhaul.
 - 48 VDC Plant.
 - Remote Antennas in ER.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity.

This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.
- Motorola Solutions will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete, and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R-56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA)/Transport Canada, and FCC. For installation of the fixed equipment at the various sites, Motorola Solutions will furnish all cables for power, audio, control, and radio transmission to connect the Motorola Solutions-supplied equipment to the power panels or receptacles and the audio/control line connection point. During field installation of the equipment, any required changes to the installation will be noted and assembled with the final ‘as-built’ documentation of the system. Receive and inventory all equipment. Provide warehousing for equipment as shipped. Bond the supplied equipment to the site ground system in accordance with Motorola Solutions’ R56 standards.

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Install antenna and dish mounts.
- Install two (2) Panasonic VIC100 GPS antennas with integrated Lightning Protection & Filtering.
- Install up to 750 linear feet of 1-5/8-inch transmission line (Plenum cable will be installed if required).
- Perform sweep tests on transmission lines.

Miscellaneous Work

- Run new electrical circuits from the generator supported panels in the 10th floor electrical room to the DC plant and install those double pole 30-amp circuits to the rectifier of the DC plant.
- Core between the 9th and 10th floor for connectivity between the Microwave, DC and RF equipment as the RF equipment will be located on the 9th floor and the Microwave and DC will be located on the 10th floor. Also, coring of the electrical room wall and the hallway above the ceiling and then coring the outside wall of the 9th and 10th floor.
- Additional radar investigation of the electrical room floors and coring from the 9th floor down the electrical room chase to the bottom floor for access for the installation of coax for the in-building antenna system down to the ER and other locations in the lower part of the Hospital.
- Provide and Install new Waveguide Ladder on the external wall of the stair well from the 9th floor to the top of the building on to the elevator equipment penthouse and stair well roof. This will be installed from the 9th floor to the top of the 12th floor.
- Provide and install new microwave dish mounts and Tx and Rx antenna mounts as well as cable tray system on the 12th floor roof which is over the top of the stairwell and the elevator equipment room.

- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Transport galvanized steel ladder and mounts to the top of the Hospital Elevator Room and stairwell roof for installation.
- Bonded Roofing once the support structure for the microwave, antennas and cable support system has been installed.
- Provide a structural engineering analysis for the MW antenna support structure (at the connecting site), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Enhanced Drone Airborne Response for Documentation of all new site locations.
- Motorola Solutions will provide 2-inch conduits to AT&T demarcation points, from radio room to MDF or handhole as required by AT&T but within the property lines.
- Tower lights, generators, AC's to be fully interfaced to MOSCAD.
- All equipment will be deployed with 48v Power Supply or Inverter.
- DC breaker panel will be at the top of each rack.
- DC breaker (separate) for one (1) MDFR equipment two (2) Ciena.

5.7.2 Site Development at Fire 18 (New Facility Proposed)

New 199-foot Self-Supported Tower and RF shelter where the RF shelter and Onan Cummins generator and fuel tank will be elevated above existing ground elevation 9-feet based on the FEMA 100 year flood plain of 7-foot elevation and therefore Motorola Solutions designed the platform to be 2-feet higher than the FEMA 100 year plan.

Site Scope Summary

- Site Detail:
 - New RX Site.
 - Tower.
 - Shelter with Elevated Platform.
 - 48v DC.
 - Onan Cummins generator.
 - Additional Fuel Storage.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- New fenced compound/expansion size – 60-foot x 60-foot.
- Clearing type – Medium.
- Road length requiring improvement – 100-feet.
- New power run – 600-feet, Electrical service type – Underground, 300-amp – 120/240-volt, single-phase.
- New telecom run – necessary length, two (2), 2-inch conduits.
- New shelter size – 12-foot x 34-foot.
 - Equipped with two (2) Bard or Mav Air through-wall AC's.
 - Adding 3-Ton Rheem Split system.
- New fuel tank size – 300-gallons, Type – Diesel sub-base.
- New generator size – 80 kW, Type – Indoor.
- New 500-gallon Convault Tank for additional fuel storage.
- Fuel Storage sufficient for minimum 5 days of generator run-time.

- New tower to be used for antennas – See Section 2.3: Towers for FS18, FS71 & FS72.
- New tower foundation size – As engineered to support the tower. 160 cubic yards, Type – Drilled Pier.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Site Design Visit to layout the site plan and start design and engineering of the site.
- Perform a site and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot-deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) – mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the “Site Plans” and document any deviations or violations.
- Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.
- Provide a structural engineering analysis for the MW antenna support structure (at the connecting site), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews.
- Perform necessary clearing, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (10,000 square feet).
- Perform tree clearing, grubbing and disposal of vegetation in the site compound area and a 20-foot path around it (3600 square feet). Perform necessary tree clearing as identified in

the site walk. Grubbing and disposal of vegetation and shrub growth in a 15-foot-wide access road to the site (not to exceed 100-feet in length).

- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 6400 square feet).
- Provide earth fill to raise surface level in the site compound (not to exceed 500 cubic yards).
- Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 4356 square feet).
- Provide a 15-foot-wide access road (not to exceed 100 feet in length), including surface grading and graveling.
- Provide silt fence around the compound to control soil erosion (not to exceed 240 linear feet).
- Supply and install 8-foot-high chain-link fencing with a ten-foot-wide gate around the shelter compound (not to exceed 240 linear feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Construct one (1) reinforced concrete foundation necessary for a 12-foot x 34-foot shelter.
- Supply and install one (1) prefabricated concrete shelter 12-foot x 34-foot (including 10-foot generator room).
- Supply and install one (1) 120/240-volt, 300-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 200 cable feet of the shelter.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions' R56 standards. Must include accessible interface to future fire station grounding system. Add handhole to ground for proposed fire station.
- Conduct one (1) 3-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Miami-Dade County, Florida.
- Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 10 linear feet).

Tower Work

- Construct drilled pier type tower foundations including excavation, rebar and concrete (not to exceed 160 cubic yards).
- Erection of 199-foot' Self-Supported Tower.
- Supply and install grounding for the tower base for self-supported towers.

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Install three (3) new 6-foot antenna mounts.
- Install two (2) Panasonic VIC100 GPS antennas with integrated Lightning Protection & Filtering Install up to 660 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Miscellaneous Work

- Spoils to be removed from site that is removed from tower foundation to approved fill area.
- Supply and install aboveground 500-gallon Convault double wall UL 142 carbon steel skid diesel tank with epoxy finish, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.
- Site must be de-mucked.
- Fill dirt transported in for foundation for the RF Shelter and Extended external fuel tank 1' above ground with foundations and structure above ground designed per Thermo bond shelter loads and reactions based on a 12 x 34 RF Shelter with indoor 80 KW Onan Cummins generator and 300-Gallon Diesel Skid tank. This fill dirt will be placed, packed, and tested to required compaction as required to support the shelter, generator and fuel tank load.
- 40,000 de-frag tank to remove slurry and water removed from tower foundation during tower foundation construction and hauled to approved fill area for disposal.
- Drilled Pier foundations for the elevated platform to house the new RF shelter with generator and the additional fuel tank based on FEMA 100-year flood plain levels.
- Engineer, Fabricate, ship and provide 20' x 50' steel platform to support and elevate the new RF shelter, generator and additional Convault fuel tank above the FEMA 100-year flood plain area for the location of the shelter.
- Installation and erection of the new elevated shelter, generator and fuel tank platform to be 9' over the existing ground grade to provide additional 2-feet.
- Private Location for all utilities located on property and especially in the area of construction work for this tower.
- Enhanced Drone Airborne Response for Documentation of all new site locations.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Photo Rendering of Tower on property.
- Temporary Fencing around the base of the new tower and associated structures.
- Motorola Solutions will provide 2-inch conduits to AT&T demarcation points, from radio room to MDF or handhole as required by AT&T but within the property lines.
- Tower lights, generators, AC's & Fuel levels to be fully interfaced to MOSCAD.
- All equipment will be deployed with 48v Power Supply or Inverter.
- DC breaker panel will be at the top of each rack.
- DC breaker (separate) for one (1) MDRF equipment two (2) Ciena.
- Provide and Install PVC conduit or Inter Duct between the TELCO D-Mark and Extend the conduit up to 300-feet from shelter to proposed AT&T D-Mark for fiber and network installation by provider.
- Provide and install concrete man box and provide and install 600' of PVC conduit back to main water line, tap and meter and provide water faucet to outside of shelter.
- Drilled Pier foundations for the elevated platform to house the new RF shelter with generator and the additional fuel tank based on FEMA 100-year flood plain levels.
- Engineer, Fabricate, ship and provide 20' x 50' steel platform to support and elevate the new RF shelter, generator and additional Convault fuel tank above the FEMA 100-year flood plain area for the location of the shelter.
- Installation and erection of the new elevated shelter, generator and fuel tank platform to be 9' over the existing ground grade to provide additional 2-feet.

5.7.3 Site Development at K&B Site

Existing tower location for MDFR and Motorola Solutions proposes to install new shelter and Onan Cummins generator 1-foot above the current ground elevation. Based on the information acquired from the FEMA Flood plain maps for this location it is already above the Base Flood Elevation.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Clearing type – Light.
- New power run – 200-feet, Electrical service type – Underground, 300-amp – 120/240-volt, single-phase. With hand hole at base of pole.
- Telecom in separate hand hole for four (4) 2-inch conduits.
- Two (2) 2-inch underground conduits to existing building.
- Two (2) 2-inch underground conduits to existing ITD building.
- New shelter size – 12-foot x 34-foot.
 - Equipped with two (2) Bard or Mav Air through-wall AC's.
 - Adding Rheem 3-Ton Rheem Split system.
- New fuel tank size – 300 gallons- , Type – Diesel sub-base.
- New Onan Cummins generator size – 80 kW, Type – Indoor.
- New 500-gallon Convault Fuel Tank.
- Fuel Storage sufficient for minimum 5 days of generator run-time.
- Existing tower to be used for antennas – 335-foot self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Perform four-point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

- Perform tower mapping and antenna inventory prior to being able to conduct structural analysis.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Perform clearing of brush, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (14,400 square feet).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 10000 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 8316 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 320 linear feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and Install Shelter foundation on the new 1' elevated site area for the 12' x 34' shelter and additional fuel tank.
- Supply and install one (1) prefabricated concrete shelter 12-foot x 34-foot (including 10-foot generator room).
- Supply and install one (1) 120/240-volt, 300-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 200 cable feet of the shelter.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions' R56 standards.
- Conduct 1 three-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Miami-Dade County, Florida.
- Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Miscellaneous Work

- Motorola Solutions will provide dirt and compact that dirt in a 30 x 40 area to support the shelter and additional fuel tank. This will elevate the shelter foundation by 1-foot above existing surface grade. This was required by MDFR.
- Cut existing lines and wave guide off from at the existing equipment shelter and re-route on new ice bridge to new RF shelter that is elevated and re-connect run into new RF Shelter Entry Port for connection to RF equipment and Microwave. Shelter placement will be close enough for the existing lines to reach.

- Relocation of existing equipment from existing RF equipment room to new RF shelter and install all Microwave and RF equipment and cabling and then optimize site and bring online connected to new DC Plant.
- Provide and Install 2-inch PVC conduit between new RF shelter and the existing MDRF equipment facility and the Miami-Dade IT Equipment facility which houses the PD and SO RF and microwave equipment. Motorola Solutions will also provide and install a PVC J box on the outside of each facility for pulling of fiber between locations.
- Spoils to be removed from site that is removed from surface grade of the 30' x 40' area to approved fill area.
- Enhanced Drone Airborne Response for Documentation of all new site locations.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Supply and install aboveground 500-gallon Convault double wall UL 142 carbon steel skid diesel tank with epoxy finish, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.

5.7.4 Site Development at Fire Station 71 Site (Eureka)

New 199-foot Self-Supported Tower and RF shelter where the RF shelter and generator and fuel tank will be elevated 1-foot above current ground elevation. Based on the information acquired from the FEMA Flood plain maps for this location it is above the Base Flood Elevation requirement.

Site Scope Summary

- Site Detail:
 - New TX / RX.
 - Microwave.
 - New Tower.
 - New Shelter.
 - 48v DC.
 - Onan Cummins generator.
 - Additional Fuel Storage.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- New fenced compound/expansion size – 80-foot x 80-foot.
- Clearing type – Light.
- Road length requiring improvement – 500-feet.
- New power run – 1000-feet, Electrical service type – Underground, 300-amp – 120/240-volt, single-phase.
- New shelter size – 12-foot x 34-foot.
 - Equipped with two (2) Bard or Mav Air through-wall AC's.
 - Adding Rheem 3-Ton Rheem Split system.
- New fuel tank size – 300-gallons, Type – Diesel sub-base.
- New generator size – 80 kW, Type – Indoor.
- New 500-gallon Convault Fuel Tank.
- Fuel Storage sufficient for minimum 5 days of generator run-time.
- New tower to be used for antennas – See Section 2.3: Towers for FS18, FS71 & FS72.
- New tower foundation size – 160 cubic yards, Type – Drilled Pier.

- Microwave connectivity between KB – TG.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a site and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot-deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) – mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the “Site Plans” and document any deviations or violations.
- Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.
- Provide a structural engineering analysis for the MW antenna support structure (at the connecting site), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews.
- Perform light clearing of brush, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (14400 square feet).
- Perform clear light brush, grub roots and dispose vegetation and shrub growth in a 15-foot-wide access road to the site (not to exceed 500-feet in length).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 10000 square feet).

- Supply and install gravel surfacing to a depth of 6-inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 7396 square feet).
- Provide a 15-foot-wide access road (not to exceed 500-feet in length), including surface grading and graveling.
- Provide silt fence around the compound to control soil erosion (not to exceed 320 linear feet).
- Supply and install 8-foot-high chain-link fencing with a ten-foot-wide gate around the shelter compound (not to exceed 320 linear feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and Install Shelter foundation and expansion fuel tank on the new 3-foot elevated site area for the 12' x 34' shelter and additional fuel tank.
- Supply and install one (1) prefabricated concrete shelter 12-foot x 34-foot (including 10-foot generator room).
- Supply and install one (1) 120/240-volt, 300-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 200 cable feet of the shelter.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions' R56 standards.
- Conduct one (1) 3-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Miami-Dade County, Florida.
- Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Tower Work

- Construct drilled pier type tower foundations including excavation, rebar and concrete (not to exceed 160 cubic yards).
- Erect new 199-foot self-supported tower.
- Supply and install grounding for the tower base for self-supported towers.

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Install three (3) new 6-foot antenna mounts.
- Install two (2) Panasonic VIC100 GPS antennas with integrated Lightning Protection & Filtering Install up to 660 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Miscellaneous Work

- 40,000 de-frag tank to remove slurry and water removed from tower foundation during tower foundation construction and hauled to approved fill area for disposal.
- Spoils to be removed from site that is removed from tower foundation to approved fill area.

- Supply and install aboveground 500-gallon Convault double wall UL 142 carbon steel skid diesel tank with epoxy finish, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.
- Enhanced Drone Airborne Response for Documentation of all new site locations.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Photo Rendering of Tower on property.
- Temporary Fencing around the base of the new tower.
- Provide and Install PVC conduit or Inter Duct between the TELCO D-Mark and Extend the conduit up to 300-feet from shelter to proposed AT&T D-Mark for fiber and network installation by provider.
- Provide and install concrete man box and provide and install 1,000 of PVC conduit back to main water line, tap and meter and provide water faucet to outside of shelter.

5.7.5 Site Development at Fire Station 72 Site (Florida City)

New 199-foot Self-Supported Tower and RF shelter where the RF shelter and generator and fuel tank will be elevated above the Base Flood Elevation per the FEMA 100-year flood plain.

Site Scope Summary

- Site Detail:
 - New TX / RX.
 - Microwave.
 - New Tower.
 - New Shelter.
 - 48v DC.
 - Onan Cummins generator.
 - Additional Fuel Storage.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- New fenced compound/expansion size – 80-foot x 80-foot.
- Clearing type – Medium.
- Road length requiring improvement – 500-feet.
- New power run – 1000-feet, Electrical service type – Underground, 300-amp – 120/240-volt, single-phase.
- New shelter size – 12-foot x 34-foot.
 - Equipped with two (2) Bard or Mav Air through-wall AC's.
 - Adding Rheem 3-Ton Rheem Split system.
- New fuel tank size – 300-gallons, Type – Diesel sub-base.
- New generator size – 80 kW, Type – Indoor.
- New tower to be used for antennas – See Section 2.3: Towers for FS18, FS71 & FS72.
- New tower foundation size – 160 cubic yard, Type – Drilled Pier.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.

- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a site and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included. Perform Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot-deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) – mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity and alignment after installation.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the “Site Plans” and document any deviations or violations.
- Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.
- Provide a structural engineering analysis for the MW antenna support structure (at the connecting site), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews.
- Perform medium clearing, grubbing and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (14,400 square feet).
- Perform medium tree clearing (Trees up to 6-inch in diameter), grubbing and disposal of vegetation and shrub growth in a 15-foot-wide access road to the site (not to exceed 500 feet in length).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 10000 square feet).
- Supply and install gravel surfacing to a depth of 6-inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 7396 square feet).
- Provide a 15-foot-wide access road (not to exceed 500-feet in length), including surface grading and graveling.

- Provide silt fence around the compound to control soil erosion (not to exceed 320 linear feet).
- Supply and install 8-foot-high chain-link fencing with a ten-foot-wide gate around the shelter compound (not to exceed 320 linear feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and Install Shelter foundation and expansion diesel tank on the new 3-foot elevated site area for the 12' x 34' shelter and additional fuel tank.
- Supply and install one (1) prefabricated concrete shelter 12-foot x 34-foot (including 10-foot generator room).
- Supply and install one (1) 120/240-volt, 300-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 200 cable feet of the shelter.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions' R56 standards.
- Conduct one (1) 3-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Miami-Dade County, Florida.
- Supply and install one (1) freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Tower Work

- Construct drilled pier type tower foundations including excavation, rebar, and concrete (not to exceed 160 cubic yards).
- Erect new 199-foot self-supported tower.
- Supply and install grounding for the tower base for self-supported towers.

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Install three (3) new 6-foot antenna mounts.
- Install two (2) Panasonic VIC100 GPS antennas with integrated Lightning Protection & Filtering.
- Install up to 660 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.
- Install two (2) antennas & lines provided by Homestead Police Department.
- Add connectivity for Homestead Police Department from FS72 to another joint HPD / MDFR site via the MDFR Nokia network.

Miscellaneous Work

- 40,000 de-frag tank to remove slurry and water removed from tower foundation during tower foundation construction and hauled to approved fill area for disposal.
- Spoils to be removed from site that is removed from tower foundation to approved fill area.
- Supply and install aboveground 500-gallon Convault double wall UL 142 carbon steel skid diesel tank with epoxy finish, 5-gallon waste oil receptacle, drain and screen with vent and

- accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.
- Enhanced Drone Airborne Response for Documentation of all new site locations.
 - Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
 - Photo Rendering of Tower on property.
 - Temporary Fencing around the base of the new tower.
 - Provide and Install PVC conduit or Inter Duct between the TELCO D-Mark and Extend the conduit up to 300-feet from shelter to proposed AT&T D-Mark for fiber and network installation by provider.
 - Provide and install concrete man box and provide and install 1,000 of PVC conduit back to main water line, tap and meter and provide water faucet to outside of shelter.
 - Drilled Pier foundations for the elevated platform to house the new RF shelter with generator and the additional fuel tank based on FEMA 100-year flood plain levels.
 - Engineer, Fabricate, ship and provide 20' x 50' steel platform to support and elevate the new RF shelter, generator and additional Convault fuel tank above the FEMA 100-year flood plain area for the location of the shelter.
 - Installation and erection of the new elevated shelter, generator and fuel tank platform 10-feet above ground grade to provide additional 2-feet.

5.7.6 Site Development at SW (Solid Waste)

Site Scope Summary

- Site Detail:
 - Antennas.
 - 48v DC.
 - Onan Cummins generator.
 - Additional Fuel Storage.
 - HVAC.
 - Microwave.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 150-foot Monopole.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is

determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Site Components Installation

- Construct one (1) concrete slab for 500-gallon aboveground diesel at 3000 psi with reinforcing steel necessary for foundations.
- Offload and Install 50KW diesel generator, fill subbase tank with 300-gallon of fuel and connect to ATS located within 25-feet of the generator. Existing generator foundation will be used to place the new generator and fuel tank.

Miscellaneous Work

- Provide portable generator and wire to main panel so that generator and ATS can be changed out without shutting down the site.
- Remove existing generator and LP fuel tank for the site and transport the generator to the County owned facility and identify with the LP provider if the tank belongs to the County or to the provider and make arrangements for the fuel and the tank to be removed.
- Remove the ATS and all associated wiring and install new ATS and reinstall wiring and contacts as well as block heater and battery charging circuits per manufacturer and per Motorola Solutions R56 Specifications.
- Startup of the new Diesel Generator and ATS and then cutover back from the portable generator to the new site diesel generator.
- Provide and install new Rheem HVAC air handling unit and compressor with line sets and charging and optimizing of system.
- UPS removal once DC Plant is brought online and supporting site equipment and Installation of a new HVAC unit.
- Enhanced Drone Airborne Response for Documentation of all new site locations.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Install a new EATON Integrated Manual Transfer and Cam Lock system in front of automatic transfer switch on shelter.
- Supply and install aboveground 500-gallon Convault double wall UL 142 diesel tank, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.

5.7.7 Site Development at PT (Palm Tower)

Site Scope Summary

- Site Detail:
 - UPS.
 - HVAC.
 - MW.
 - Antenna.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Perform an x-ray of the structure (up to 15 locations of three-square feet each) to determine the location of structural components and rebar sizing.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Existing Facility Improvement Work

- Install one (1) new single-phase UPS equipment and wire output to UPS distribution panel.

Miscellaneous Work

- Remove the existing Wall Mounted HVAC unit with crane and install a new split HVAC unit in its place on the wall with new thermostat, wiring and conduit as required.
- Start up the new HVAC split unit and bring online and set up to work with the existing Ducane HVAC unit. There is an existing wall mount unit on the wall of the Penthouse equipment room today and that is where the new HVAC unit is to go. If MDFR requires it can be changed to another wall mount unit.
- Provide and Install new Split HVAC unit.
- Logistics associated with Crane and HVAC and Palm Tower Ownership.

5.7.8 Site Development at Fire Station 54

Site Scope Summary

- Site Detail:
 - 48v DC.
 - Antenna.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 150-foot Monopole.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Existing Facility Improvement Work

- Supply and install one (1) 100-amp breaker panel with capacity for 20-circuits.
- Supply and install seven (7) 30-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.

Miscellaneous Work

- Remove the existing natural gas generator and ATS and replace with new Onan Cummins Diesel generator and ATS including boom truck, materials and labor to swap out the generator and ATS equipment.

- Provide temporary generator power to main panel so that you can keep Fire Station 54 online while the ATS and Generator are being swapped out.
- Fuel the new 300-Gallon Diesel skid tank up to 80% of capacity perform startup, optimize, test and cutover new generator and ATS.
- Install additional electrical conduit and wire to feed the new 100-amp panel from the main electrical room to the equipment room for the new DC Plant.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Supply and install aboveground 500-gallon Convault double wall UL 142 diesel tank with epoxy finish, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.
- Install a new EATON Integrated Manual Transfer and Cam Lock system in front of automatic transfer switch on shelter.

5.7.9 Site Development at TGK

Site Scope Summary

- Site Detail:
 - 48v DC.
 - HVAC.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna loads. No obtrusive investigations have been included.

- Perform an x-ray of the structure (up to 15 locations of three square feet each) to determine the location of structural components and rebar sizing.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Existing Facility Improvement Work

- Coordinate the installation of electrical sub feed with disconnect into the equipment room from adjacent existing motor room.
- Provide and install a new Split HVAC unit.
- Start-up new Split HVAC system and bring online and optimize with Thermostats, HVAC and Generators to operate as proposed.
- Relocate existing electrical circuits in existing panel and free up breaker spaces to provide electrical for new plant.
- New Electrical circuits from electrical panel located in adjacent mechanical room on roof for new Split HVAC system and provide and wire new disconnect and then to the new HVAC Compressor and Condenser.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Provide and Install new AC panel, conduit and wiring from generator protected panel for DC rectifier circuits.

5.7.10 Site Development at TG (Trail Glades)

Site Scope Summary

- Summary:
 - Onan Cummins generator.
 - Additional Fuel Storage.
 - 48v DC.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 350-foot self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity.

This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Labor, materials, and equipment required to replace existing LP Generator on platform with a new 50 KW Diesel Generator with 300-Gallon Skid Tank.
- Labor, materials, and equipment to exchange the existing ATS for a new ATS at the facility while using a backboard with circuits and outlets to change out the ATS and Generator while also keeping the site online.
- Installation of mechanical winch on the top wall of the platform so that diesel fuel tank hose can be raised to the fuel tank level to fill the diesel tank.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Provide and install new rectifier circuits.
- Supply and install aboveground 500-gallon Convault double wall UL 142 diesel tank, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from platform and up the platform support structure to the generator), pump, regulators, valves, gauges, testing of system for leakages.
- Install a new EATON Integrated Manual Transfer and Cam Lock system in front of automatic transfer switch on shelter.

5.7.11 Site Development at MICC (Miccosukee)

Site Scope Summary

- Site Detail:
 - UPS.
 - Vislink.
 - Additional equipment needed for relocation from ACDY (list Combiner & Antenna).
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 200-foot self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Antennas and Lines

- Install one (1) antenna(s) for the RF system.
- Supply and install one (1) 6-foot side arm(s) for antenna mounts.
- Install up to 230 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

Existing Facility Improvement Work

- Supply and install one (1) cable entry panel with 6-ports.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover.
- Core wall for new 6-port coax entry.

5.7.12 Site Development at Fire Station 36

Site Scope Summary

- Site Detail:
 - 48v DC.
 - HVAC.
 - Additional Fuel Storage.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 150-foot Monopole.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews.

Site Components Installation

- Construct one (1) concrete slab for 1000-gallon aboveground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.
- Supply and install one (1) 1000-gallon Liquid Propane (LP) fuel tank(s), fill it with fuel and connect it to the generator.
- Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50-feet of the tank.

Existing Facility Improvement Work

- Coordinate the installation of electrical sub-feed with disconnect into the equipment room.
- Supply and install one (1) 200-amp breaker panel with capacity for 30-circuits.

Miscellaneous Work

- Provide and install a new Split HVAC unit there is already an existing MDFR required Rheem HVAC unit in the equipment room.
- Start-up new Split HVAC system and bring online and optimize with Thermostats, HVAC and Generators to operate as required by MDFR.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.
- Install additional electrical conduit and wire from the main electrical room to the equipment room for the new DC panel feed.
- New MOSCAD connectivity as per matrix.

5.7.13 Site Development at Fire Station 9

Site Scope Summary

- Site Detail:
 - New Shelter.
 - Onan Cummins generator.
 - Additional Fuel Storage.
 - HVAC.
 - 48v DC.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Clearing type – Medium.
- New power run – 200-feet, Electrical service type – Underground, 200-amp – 120/240-volt, single-phase.
- New shelter size – 12-foot x 26-foot.
- New fuel tank size – 300-gallons, Type – Diesel sub-base.
- New generator size – 50 kW, Type – Indoor.
- Existing tower to be used for antennas – 150-foot Monopole.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is

determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.

- Perform four-point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Perform Tower Mapping and antenna inventory to be able to conduct structural analysis for new required antennas and dish.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Preparation, submission and tracking of application for local permit fees (electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Provide one-time mobilization costs for the construction crews.
- Perform tree clearing, grubbing and disposal of vegetation in the site compound area and a 20-foot path around it (3000 square feet).
- Cut and remove existing asphalt pavement, not to exceed 1000 square feet.
- Supply and install gravel surfacing to a depth of 6-inches, including herbicide treatment and geotextile fabric installation within the fenced in site compound area, and a 3-foot path around it (not to exceed 760 square feet).
- Perform site touch up (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Construct one (1) reinforced concrete foundation necessary for a 12-foot x 26-foot shelter.
- Construct one (1) concrete slab for 500-gallon aboveground diesel at 3000 psi with reinforcing steel necessary for foundations.
- Supply and install one (1) prefabricated concrete shelter 12-foot x 26-foot (including 10-foot generator room).
- Supply and install two (2) 120/240-volt, 200-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Provide all trenching, conduit, and cabling necessary for underground hookup of power to the shelter from nearby utility termination located within 200 cable feet of the shelter.
- Provide all trenching, conduit, and cabling necessary for underground hookup of telecom to the shelter from nearby utility termination.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions' R56 standards.
- Conduct one (1) 3-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Miami-Dade County, Florida.

Miscellaneous Work

- Relocate existing coax and waveguide to new RF shelter from Monopole, and terminate and test every line.

- Provide and Install PVC conduit or Inter Duct between the TELCO D-Mark and Extend the conduit up to 300-feet from shelter to proposed AT&T D-Mark for fiber and network installation by provider.
- Relocate existing RF equipment from top of Fire Station RF equipment room to new RF Shelter, power up, test and optimize, and bring online.
- Supply and install aboveground 500-gallon Convault double wall UL 142 carbon steel skid diesel tank with epoxy finish, 5-gallon waste oil receptacle, drain and screen with vent and accessory package, including all necessary fuel, piping (with trenching up to 50-feet from generator), pump, regulators, valves, gauges, testing of system for leakages.
- Construct form over existing conduits from Fire Station to Monopole to shore up coax until shelter foundation is complete and coax has been relocated to new shelter. Once the coax has been moved to new shelter the conduits and remaining coax will be removed and concrete will be pumped in the area under the shelter foundation.
- This is critical site and the move to the new shelter will be done to minimize downtime.
- Private Locate on property to determine utilities.
- Removal of existing trees on property so that site can be constructed.
- New MOSCAD connectivity as per matrix.

5.7.14 Site Development at HWT (Homestead Wittkop Tank)

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 152-foot Water Tank.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.

- Provide tower mapping if necessary for the structural engineering analysis.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- UPS change out to same size UPS unit.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.15 Site Development at HRT (Homestead Racetrack Water Tower)

Site Scope Summary

- Site Scope Detail:
 - Antennas.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 150-foot Water Tank.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Provide and install new 100-amp service from existing panel and running new conduit and wire in the water tank to the existing RF room for new DC Plant installation.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS removal and DC Plant installation.
- Remove UPS and Install new UPS in equipment room. Transporting existing UPS down from equipment room within the water tank and then transporting the new DC plant and batteries up the stairs for location in the RF and Microwave equipment room located in the Water Tank.

5.7.16 Site Development at RNAS

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 150-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design antenna support platform to support proposed antennas and dishes if located on the parapet
- If located on the tower we will provide a structural engineering analysis for the MW antenna support structure (at the opposite end), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required.

- Remove existing UPS and transport for proper disposal.
- Provide and install new rectifier circuits.
- New MOSCAD connectivity as per matrix.

5.7.17 Site Development at PRYD

Site Scope Summary

- Site Detail:
 - Antenna.
 - UPS.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 210-foot self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Perform Tower Mapping and Antenna Inventory for Structural Analysis prior to installing new antennas, lines and dish.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.

- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.18 Site Development at BMH

Site Scope Summary

- Site Detail:
 - West Channel.
 - Antennas.
 - UPS.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 190-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi-antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.19 Site Development at PGH (Palmetto Medical Center)

Site Scope Summary

- Site Detail:
 - Antennas.
 - Vislink.
 - UPS.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.20 Site Development at HH (Hialeah Hospital)

New air-conditioned cabinets will be installed and the existing equipment racks which house the RF and Microwave equipment will be re-installed inside the new air-conditioned cabinets. A new 48v DC power supply will be installed in place of the existing UPS.

Site Scope Summary

- Site Detail:
 - Air-Conditioned cabinets for existing RF, Microwave Equipment & Rectifiers:
 - ◆ All cabinets will have redundant AC's.
 - ◆ MOSCAD monitoring.
 - Antennas.
 - 48vDC.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 180-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Provide additional 100-amps of power to room to support three (3) outdoor cabinets to run the HVAC feed to the power source within the three (3) cabinets to be distributed out from the cabinet panel to DC Plant. Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS removal to DC plant.
- Provide Inverter Circuits from Inverter Panel to Motorola Solutions equipment for AC power off the DC plant as required within the cabinets.
- Provide and Install rectifier circuits.
- Crane up the two (2) outdoor cabinets to the 2nd floor off set roof that, weigh estimated 650-pounds for each cabinet. Once the cabinets are on the 2nd floor offset roof, then lift and locate from the roof to the equipment room on the 2nd floor.

- Set up the cabinets and run the two (2) 100-amp power feeds to each cabinet for electrical distribution within the cabinets with the DC plant and batteries.
- Fabricate and install of new antenna mount on wall to extend antenna above cellular equipment located to the back of the antenna and shadowing the antenna.
- Relocate new Outdoor cabinets across the roof and into equipment roof and set up for equipment placement and electrical.
- Structural analysis for the new mounts to be raised on the wall of the facility; sealed and stamped for the State of Florida prior to fabrication.
- New MOSCAD connectivity as per matrix.

5.7.21 Site Development at PortMiami (PM)

New PEPRO 11'6" x 19' shelter which estimated weight empty will weigh 18,000-pounds, and be outfitted with electrical, HVAC and step-down transformer. Motorola Solutions will provide PVC conduits from ground floor IT room of the parking deck to the new equipment shelter and pull and terminate one (1) 24-strand single mode armored fiber optic cable. Motorola Solutions will provide PVC conduits for power from ground floor of the parking deck to the new equipment shelter.

Site Scope Summary

- Site Detail:
 - New TX / RX Site.
 - New Shelter.
 - 48v DC.
 - HVAC.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – MDRF responsibility.
- Zoning Services – MDRF Responsibility.
- New shelter size – 11'6"-foot x 19-foot.
- Existing Parking Deck Stairway Roof to be used for antennas – 154-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Design antenna mounts to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural

and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna loads. No obtrusive investigations have been included.
- Perform an x-ray of the structure (up to 15 locations of three square feet each) to determine the location of structural components and rebar sizing.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.
- Provide a structural engineering analysis for the MW antenna support structure (at the connecting site), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Mobilization and demobilization of crews.

Site Components Installation

- Construct one (1) reinforced concrete foundation necessary for an 11’6” x 19’ shelter.
- Supply and install one (1) prefabricated concrete shelter 11’6”-foot x 19-foot.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola Solutions’ R56 standards. Will interface to existing buildings grounding system.
- Conduct one (1) 3-point ground resistance test of the site. Should any improvements to grounding system be necessary after ground testing, the cost of such improvements shall be the responsibility of Miami-Dade County, Florida.
- Supply and install cable transition from shelter to parapet wall.
- Provide PVC conduits from ground floor IT room of the parking deck to the new equipment shelter, and pull and terminate one (1) 24-strand single mode armored fiber optic cable.
- Antenna and Transmission Line Installation
- Install four (4) UHF antenna(s), one (1) VHF antenna and two (2) Multi-band Discone antennas.
- Provide and Install mounts on the roof of the 1th floor stairways to be able to install the Rx and Tx antennas.
- Install two (2) Panasonic VIC100 GPS antennas with integrated Lightning Protection & Filtering.
- Install necessary quantity of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Miscellaneous Work

- Provide Crane and Install new 11' 6" x 19' Walk-in Shelter on the 11th floor of Port Miami Parking Deck.
- Stabilizers and footplates or shelter frame mounting to level, support and anchor down the new walk-in shelter to the 11th floor parking deck.
- New Electrical Run from the ground floor electrical room panel to the 11th floor of the parking deck and connect to the new electrical main disconnect for the Walk-In shelter.
- Fabricate, Galvanize and install new antenna mounts on the roof of the 11th floor stairwells for the Rx and Tx antennas. Any additional coring for mount installation and coax installation for antenna placement on the 11th floor stair well roofs on the Northeast and Southeast corners.
- Provide and install new PVC conduit and 000 stranded bare copper run from the 11th floor of the parking deck down the outside wall of the parking deck to earth for ground.
- Install a new ground at the base of the parking deck to the North side including exothermic welds (cad welds) and ground rods. This will require hand digging in the ground system because of existing utilities and grounds in that area of the parking deck and connect to the existing ground system around the parking deck that is currently there for the down grounds today.
- Provide and Install 24-count fiber in the new 2-inch conduit from the 11th floor MDFR RF shelter to the IT room located on the ground floor or 1st floor of the parking deck, terminate and test each fiber.
- Photo rendering of the new MDFR shelter placed on the roof of the Port of Miami Parking Deck 11th floor.
- Additional rigging and personnel required to install shelter on the roof of the parking deck.

5.7.22 Site Development at IC

Site Scope Summary

- Site Detail:
 - Microwave.
 - Antennas.
 - UPS.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 1100-foot Guyed Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.

- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.23 Site Development at Interama Tower (INT)

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 250-foot Lattice Tower.

Motorola Solutions Responsibilities:

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.

- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.24 Site Development at KEY (Key Biscayne)

Site Scope Summary

- Site Detail:
 - UPS.
 - West Channel.
- Engineering Services – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural

and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.25 Site Development at Coral Gables Fire Station 3 (CGFS3)

Site Scope Summary

- Site Detail:
 - Antenna.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 140-foot self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is

determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

5.7.26 Site Development at FHP

Site Scope Summary

- Site Detail:
 - Antenna.
 - UPS.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 100-foot Self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of

any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.27 Site Development at ROB (Robertson)

Site Scope Summary

- Site Detail:
 - Microwave.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 250-foot Self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of

any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.

- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Conduct site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided).
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

5.7.28 Site Development at Metropolis (MET)

Existing Building is being used for RF as well as Vislink and will require new UPS equipment.

Site Scope Summary

- Site Detail:
 - Antennas.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 300-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Existing Facility Improvement Work

- Supply and install one (1) cable entry panel with 4-ports.

5.7.29 Site Development at SDGC

Existing Building is being used for RF as well as VISLINK and will require new rack mounted UPS equipment.

- Site Detail:
 - Antenna.
 - UPS.
 - Vislink.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 100-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.
- Remove existing rack mounted UPS and replace new APC rack mounted UPS #2 6KVA UPS Swap out with Labor and replace the direct wiring with plug wiring for change outs in the future.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.30 Site Development at FIU

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.

- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.31 Site Development at Acqualina Site

- Site Detail:
 - Vislink.
 - Antennas.
 - UPS.
- Existing Building and being used for RF and will require new UPS equipment.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 450-foot Rooftop.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1,

subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna loads. No obtrusive investigations have been included.
- Perform an x-ray of the structure (up to 15 locations of 3 square feet each) to determine the location of structural components and rebar sizing.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS #2 6KVA UPS Swap out with Labor and replace the direct wiring with plug wiring for change outs in the future.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.32 Site Development at Homestead Air Reserve Base (HARB) Tower Site

Existing 160-foot self-supported tower and 12 x 16 shelter and we need to upgrade the UPS to a new 20 KVA UPS to replace the existing EATON UPS.

Site Scope Summary

- Site Detail:
 - New TX / RX Site.
 - UPS.
 - Antennas.
 - Microwave.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 160-foot Self-supported Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).

- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Perform 4-point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide a structural engineering analysis for the MW antenna support structure (at the connecting site), if necessary, to support the proposed equipment loads. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County, Florida.
- Provide tower climbing and tower mapping services for towers up to 350-feet to collect information about structural members and existing equipment.
- Perform a site visit to inventory the latest existing tower loading and appurtenances.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Antenna and Transmission Line Installation

- Install three (3) antenna(s) for the RF system.
- Supply and install three (3) 6-foot side arm(s) for antenna mounts.
- Install two (2) Panasonic VIC100 GPS antennas with integrated Lightning Protection & Filtering.
- Install up to 510 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install one (1) ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Miscellaneous Work

- Provide temporary wiring to change out the existing UPS and replace with new UPS and bypass switch. This will require electrical backboard, drop cords and technicians capable to locate existing RF equipment to temporary electrical and then once new UPS is in place relocate back on the new UPS.
- Provide and Install PVC conduit or Inter Duct between the TELCO D-Mark and Extend the conduit up to 300-feet from shelter to proposed AT&T D-Mark for fiber and network installation by provider.

5.7.33 Site Development at PSN Site

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.
- Existing tower to be used for antennas – 300-foot Tower.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Task 1 – NEPA compliance/FCC checklist if the building is over 45-years old/eligible for National Register of Historic Places to determine how the proposed antenna location affects Historical Site or Excessive RF Radiation Exposure and prepare Cultural resource report.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Design multi antenna support platform to support proposed antennas and dishes.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Site Preparation

- Provide one-time mobilization costs for the construction crews.

Existing Facility Improvement Work

- Supply and install one (1) cable entry panel with 6-ports.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS Swap out with Labor and change out to plug wiring so the new UPS is not direct wired.
- Portable backboard with panel and circuits and outlets with drop cords to wire up from main and use to support equipment during UPS cutover, wiring and external bypass removal and installation of new external bypass.

5.7.34 Site Development at Hialeah Police Department Site (HPD)

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.

- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS #2 6KVA UPS Swap out with Labor and replace the direct wiring with plug wiring for change outs in the future.

5.7.35 Site Development at PFPL

Site Scope Summary

- Site Detail:
 - UPS.
 - Antennas.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

Miscellaneous Work

- Remove existing rack mounted UPS and replace new APC rack mounted UPS #2 6KVA UPS Swap out with Labor and replace the direct wiring with plug wiring for change outs in the future.

5.7.36 Site Development at Fire Station 04

Site Scope Summary

- Site Detail:
 - Antennas.
 - West Channel.
- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Completed.
- Zoning Services – Completed.

Motorola Solutions Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Preparation, submission and tracking of application for local permit fees (zoning, electrical, building etc.) and procurement of information necessary for filing.

5.7.37 Applicable to all Site Development

- Motorola Solutions shall be responsible for complying with all applicable provisions of Florida law that relate to design and construction of public buildings and facilities including, but not limited to, Florida Statutes Sections 255.05, 255.20 and 287.055.
- All work shall be done during normal business hours, excluding County holidays) as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.). NOTE: MDFR may request a work stoppage, with no financial penalty, during a declared disaster.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola Solutions will seek excusable delays rather than risk job site safety.
- Motorola Solutions shall provide all the necessary parts, material, and services to deploy fully functional sites.

5.8 MDFR RESPONSIBILITIES & ASSUMPTIONS

MDFR Responsibilities Associated with MDFR Sites:

- As required, prepare and submit Electromagnetic Energy (EME) plans for any Miami-Dade existing site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is **MDFR's responsibility**.
- Pay for all utility connection, pole or line extensions, and any easement or usage fees required where the power is new or being upgraded.
- Reimburse Motorola Solutions for all utility connection, pole or line extensions, and any easement or usage fees required where the power is new or being upgraded.
- Authorize power connection to new sites with the power provider.
- All new utility installations shall be coordinated by Motorola, authorized by MDFR and located at jointly agreed to location within or around the new communications shelter or equipment room.
- The existing site has adequate room to expand and install the shelter, including lay-down and staging areas, without encroaching on wetlands, easements, setbacks, rights-of-way, or property lines.
- Review and approve site design drawings within 14 calendar days of submission by Motorola Solutions or its subcontractor(s). Should a re-submission be required, MDFR shall review and approve the re-submitted plans within 14 calendar days from the date of submittal.
- Pay for the usage costs of power, leased lines and generator fueling (except for first fill of new generators) both during the construction/installation effort and on an on-going basis.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola Solutions.
- As applicable (based on local jurisdictional authority), MDFR will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708.
- Provide property deed or lease agreement, and any existing boundary surveys, along with existing as-built drawings of the site and site components to Motorola Solutions for conducting site engineering or new sites and existing sites as required. Provide a right of entry letter from the site owner for Motorola Solutions to conduct field investigations.
- Negotiate with the site, tower or building owner for equipment placement, electrical and grounding required on protected generator power, HVAC required to keep equipment cool, antenna and microwave dish placement as well as routing of coax.
- For logistics purposes MDFR will be involved with Motorola Solutions project manager to work with site owners for construction schedules, access to place equipment on roofs and in facilities and access to elevators and stairways for this purpose.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide existing as-built structural and foundation drawings of the structure for Motorola Solutions to conduct a structural analysis.
- Allow for use of the existing support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room on existing rooftops and

existing tower locations and negotiate with site owners for installation and placement of this equipment so that it can be achieved by the project team.

- Allow for use of the existing support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room on existing rooftops and existing tower locations and negotiate with site owners for installation and placement of this equipment so that it can be achieved by the project team.
- Pay for any upgrade of the supporting structure (wall or tower) whether it be on a rooftop or an existing tower as necessary to accommodate the new antennas and dishes.
- Order power connection to new sites with the power provider and disconnect within the property line where the proposed equipment room is being located.
- On rooftops confirm that the building owner does not have an issue with the existing generator will be used to support any new or additional equipment and ancillary equipment loads.
- If required, MDFR will negotiate with existing building or tower owner for the removal of or relocation of existing facilities, equipment, or utilities to create space for the new site facilities and equipment.
- If required, provide any structural improvement necessary to house the equipment in the existing room.
- MDFR rescue will acquire access and approval to locate on the tower with their lines, antennas and dishes as well to use the existing shelter.

Assumptions Associated with MDFR Sites:

- All direct recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco or use of Fiber] will be borne by MDFR.
- All utility installations shall be coordinated by Motorola Solutions, ordered by MDFR, and located at jointly agreed to location within or around the new communications shelter or equipment room.
- MDFR shall provide utility transformer, transformer upgrades, line, or pole extensions.
- Ensure hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of MDFR.
- MDFR shall ensure that no improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.
- MDFR shall ensure that the existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10-ohms or less. Communication site grounding will be designed and installed per Motorola Solutions' R56 standards.
- MDFR shall ensure that the existing site has adequate room to expand and install the shelter, including lay-down and staging areas, without encroaching on wetlands, easements, setbacks, rights-of-way, or property lines assuming new fire stations are not built or under construction.
- AM tuning has not been included as a part of this scope of work. If it is required by the FCC for any reason to the parties shall negotiate a change order for the tuning effort required by FCC on AM towers. MDFR shall ensure that structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing, geotechnical borings or mapping of existing tower structural members for sites not owned by or controlled by MDFR or Miami-Dade County.
- The new shelter can be located within 20-feet of the existing tower location and the generator/fuel tank can be located within 25-feet of the shelter.
- Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate. Any trenches caused by heavy equipment will be graded.

- MDFR shall ensure that the new sites (FS18, FS71 and FS72) will have adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- MDFR shall ensure that underground utilities are not present in the construction area and as such, no relocation will be required.
- MDFR shall ensure that the tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola Solutions has not included any cost for structural or foundation upgrades to the antenna support structure but has included scope and cost to conduct tower mapping and structural analysis as provided on a site-by-site basis in the scope.
- Alarming at existing sites will be configured per the MOSCAD matrix. As required at lease sites and building roof tops MDFR, in conjunction with the Motorola Solutions PM, will be required to work with site owner to finalize upgrades and approvals as required to ensure that work, upgrades and engineering have been approved by the site owners prior to Motorola Solutions conducting said work.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- As required at lease sites and building roof tops MDFR will be required to work with site owner to finalize approvals as required to ensure that work, and engineering have been approved by the site owners prior to Motorola Solutions conducting said work.
- Foundations for the compound, shelter, generator and fuel tank are based "normal soil" conditions as defined by TIA/EIA 222-H. Footings deeper than 30-inches, raised piers, rock coring, dewatering, hazardous material removal or wetland mitigation. Motorola Solutions' pricing is conditioned upon the ability of Motorola Solutions to complete the project at the prices set forth herein.
- Motorola Solutions, on the 12th month after Notice to Proceed (or Purchase Order) from the County, may request a one-time price adjustment for construction costs, valued at \$12,500,000.00. Utilizing the Consumer Price Index (CPI), percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI- U): https://www.bls.gov/regions/mid-atlantic/data/consumerpriceindexhistorical_us_table.htm Should the inflation rate increase greater than 4% during the 12-month after NTP/PO, Motorola shall have the right receive a price increase for the amount of construction costs that exceed 4%. Motorola shall receive this cost relief from the County by way of a change order.

5.8.1 Install Fixed Network Equipment

Motorola Solutions Responsibilities:

- Motorola Solutions shall be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete, and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA)/Transport Canada, and FCC standards and regulations/Industry Canada.
- For installation of the fixed equipment at the various sites, Motorola Solutions will furnish all cables for power, audio, control, and radio transmission to connect the Motorola Solutions-

supplied equipment to the power panels or receptacles and the audio/control line connection point.

- During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.
- Receive and inventory all equipment. Provide warehousing for equipment as shipped.
- Bond the supplied equipment to the site ground system in accordance with Motorola Solutions' R56 standards.

Motorola Solutions shall provide initial equipment storage, up to six months for each sub-project. Equipment ship dates will be agreed upon between Motorola Solutions and MDFR, if the equipment cannot be delivered to its destination within 6-months, due to "no fault" by Motorola Solutions, MDFR shall pay for the additional storage cost. If equipment cannot be delivered to its destination, due to Motorola Solutions delays the storage costs shall be Motorola's responsibility.

Aventura Hospital:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Six (6) GTR 8000 Base Radios.
- Two (2) TX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- TX / RX Antenna System added to Emergency Room area.
- One (1) SDM3000 RTU.
- Six (6) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- ASM Monitoring.

Fire Station 18:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Six (6) GTR 8000 Base Radios.
- Two (2) TX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Six (6) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- New Communications Shelter & Onan Cummins generator.
- 199-foot Self-Supporting Lattice Tower.
- ASM Monitoring.

Fire Station 71 (Eureka):

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Five (5) GTR 8000 Base Radios.
- Two (2) TX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Five (5) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- New Communications Shelter & Onan Cummins generator.
- 199-foot Self-Supporting Lattice Tower.
- ASM Monitoring.

Fire Station 72 (Florida City):

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Five (5) GTR 8000 Base Radios.
- Two (2) TX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Five (5) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- 48 VDC Plant.
- New Communications Shelter & Onan Cummins generator
- 199-foot Self-Supporting Lattice Tower.
- ASM Monitoring.

PortMiami:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Nine (9) GTR 8000 Base Radios.
- Three (3) UHF and one (1) VHF TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression, etc.
- One (1) UHF RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Two (2) Discone Antennas.
- One (1) SDM3000 RTU.
- Nine (9) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- ASE provided by MDFR.

- Conduits and dark fiber provided by Motorola Solutions.
- 48 VDC Plant.
- ASM Monitoring.

Homestead Air Reserve Base:

- One (1) Remote Site Gateway.
- One (1) Remote Site LAN Switch.
- Five (5) GTR 8000 Base Radios.
- Two (2) TX Metal Dipole Antenna(s) with associated Line, Connectors, Surge Suppression, etc.
- One (1) RX Metal Dipole Antenna with associated Line, Connectors, Surge Suppression, etc.
- Antenna System Monitoring.
- One (1) SDM3000 RTU.
- Five (5) MLC 8000s.
- One (1) Nokia SAR-8 Router.
- Microwave Backhaul.
- ASE provided by MDFR.
- Up to 200-feet of Conduit to meet AT&T.
- UPS.
- ASM Monitoring.

Antenna System Monitoring

Included in this purchase is the implementation of Antenna System Monitors (ASM) at the six new sites (Aventura, Port of Miami, and Fire stations 18, 71 and 72 and HAFB).

Motorola Solutions Responsibilities

- Sweep all antenna lines. (Any faulty antennas & lines will need to be replaced via a separate quote).
- Rack-mount the ASM and connect to MOSCAD or network for monitoring. MOSCAD and Monitoring service are not included in this scope.
- Insert ASM coupler between each antenna and combiner.
- Program the ASM.
- Optimize the antenna network and create a "known-good" baseline.
- Tweak thresholds to prevent false alarms from minor fluctuations.
- Interface to MOSCAD.
- Interface to Fire Network via NOKIA SAR-8.

MDFR Responsibilities:

- None.

MOSCAD / UEM Alarms

Motorola Solutions shall add and install all connectable alarms to the six new MDFR sites (Aventura Hospital, PortMiami, Fire Stations 18, 71, and 72 and HAFB) to standardize the alarms across all sites. The alarm count will vary based on the equipment located at each site. Alarm contact cannot exceed the SDM limitation.

NOTE: Full alarming may not be achievable at sites not under control or ownership of MDFR.

NMO monitoring or FSO initiated service call outs are available outside of the scope of this project via the MDFR Maintenance Agreement.

Alive Antennas

Heavier duty mounting hardware is required for the metal dipole antennas. Structural analyses are included and are required at all of the sites that are changing from fiberglass antennas to metal dipole antennas. What is quoted for installation cost assumes a passing the structural analyses.

The below items are included in the following cost:

- Antennas (credit is given for failing Sinclair antennas that were improperly mounted inverted).
- A credit will be given for anywhere that an Alive antenna cannot be mounted and a Fiberglass RFI antenna is installed as a substitute.
- Mounting Hardware:
 - Metal dipole antennas require different mounting hardware).
 - All antennas will have tiebacks where possible.
- Structural Analysis.
- Water Tower Mapping.
- Permitting.
- Mobilization & Installation Cost.
- Project Management.
- Central channel on dedicated antennas (MIA & CAB) will be configured to match the FCC ERP (maximum available, with a TPO of 110W).

Assumptions & Caveats:

- All pricing assumes a passing Structural Analysis.
- Failing structural analysis that require structural remediation will require a Change Order.
- Antennas mounted on Water Towers and Buildings will not have a top-mount antenna tieback.
- Antennas mounted on Monopoles where the height of the top of the antenna exceeds the structure's height will not have a top-mount tieback.
- Quote assumes three (3) mobilizations.
- Additional mobilizations driven by MDFR will add cost.
- Pricing for building sites assumes existing antenna mounts are uniform (dissimilar mounts will require additional structural analysis).
- Spare antennas will be stored at an MDFR location.
- For West Channel Build-out:
 - Motorola Solutions assumes combiner redesign will not require another antenna (MET HWT,).
 - Motorola Solutions assumes sites with rack space (as off 10-15-21) MET, HWT, HRT, BMH, CGFS3.
 - Sites without rack space (as off 10-15-21) and will require a wall mount that will not be ideal for servicing and require site owner approval (KEY, PFPL, CGFS3, FHP, FS4).
 - Motorola Solutions assumes power outlets are available and the HVACs are adequate.
 - Motorola Solutions will provide a new antenna/line and line at KEY, PFPL, HRT assuming a passing structural analysis.

- FS55 is maxed out and another antenna cannot be added we assume the combiner redesign will be sufficient.

Table 5-2: Summary of Sites – Sub-Optimal Antenna Replacements

Sites	Type	Total Antennas	Expansion Ant.	TX Ant	RX Ant	Replace Bad	Invert Bad	Replace Working	Spare
AQ	Building	3	0	1	1	1	0	1	1
CAB	Building	6	1	4	1	2	0	3	0
CT	Building	1	0	0	1	1	0	0	0
FIU	Building	2	0	1	1	1	0	1	0
FS09	Monopole TWR	3	0	2	1	0	2	1	0
FS37	TWR Concrete Pole	2	0	0	1	0	1	0	1
FS55 *	Monopole TWR	0	0	1	1	0	0	0	0
FS68	Monopole TWR	3	0	2	1	0	2	1	0
FS69	Monopole TWR	1	0	0	1	1	0	0	0
HRT	Water TWR	3	0	2	1	1	0	2	0
HWT	Water TWR	4	0	3	1	1	0	3	0
IC	Guy Tower	2	0	1	1	2	0	0	0
MET	Building	5	0	3	1	2	0	2	1
MIA	Building	4	1	2	1	2	0	1	0
PT	Building	2	0	0	1	1	0	0	1

*FS55 Antennas were covered in the project that is currently underway and are not being charged for as part of this project.

Cost of Antennas and Mounting Hardware

Table 5-3 below is the cost of the antenna hardware with credit applied to those sites for the Sinclair fiberglass antennas that were improperly installed inverted.

Table 5-3: Sub-optimal antenna summary.

Sites	New Antenna	New Antennas Price	Credit for Improperly Installed Sinclair Antennas	Cost to MDRF after Credit
HWT	GD4V80 Alive Dipole (Two Mounting points needed)	\$18,605.12	\$0.00	\$18,605.12
HRT	GD4V80 Alive Dipole (Two Mounting points needed)	\$14,203.84	\$0.00	\$14,203.84
FS09	GD4V80 Alive Dipole (Two Mounting points needed)	\$25,203.84	\$4,160.00	\$21,043.84
FS68	GD4V80 Alive Dipole (Two Mounting points needed)	\$25,203.84	\$4,160.00	\$21,043.84
FS69	GD4V80 Alive Dipole (Two Mounting points needed)	\$11,067.95	\$0.00	\$11,067.95
FS37	DSCOL410-470 RFI Collinear	\$15,469.23	\$2,080.00	\$13,389.23
MIA	GD4V80 Alive Dipole (Two Mounting points needed)	\$14,203.84	\$0.00	\$14,203.84

Sites	New Antenna	New Antennas Price	Credit for Improperly Installed Sinclair Antennas	Cost to MDFR after Credit
CAB	GD4V80 Alive Dipole (Two Mounting points needed)	\$23,673.07	\$0.00	\$23,673.07
MET	DSCOL410-470 RFI Collinear	\$23,339.73	\$0.00	\$23,339.73
AQ	GD4V80 Alive Dipole (Two Mounting points needed)	\$14,203.84	\$0.00	\$14,203.84
FS55	GD4V80 Alive Dipole (Two Mounting points needed)	\$12,000.00	\$0.00	FS55

Table 5-4: Summary of Sites – Site Types & Tiebacks

Sites	Type	Tiebacks
HWT	Water TWR	Water Tower – Tie backs not possible
HRT	Water TWR	Water Tower – Tie backs not possible
FS09	Monopole TWR	RX not possible (top of tower) / TX included
FS68	Monopole TWR	RX not possible (top of tower) / TX included
FS69	Monopole TWR	RX not possible (top of tower) * tiebacks
FS37	TWR Concrete Pole	Not needed / fiberglass antennas
MIA	Building	Likely not possible / antennas on top of roof, difficult to brace / affects antenna pattern
CAB	Building	Likely not possible / antennas on top of roof, difficult to brace / affects antenna pattern
MET	Building	Not needed / fiberglass antennas
AQ	Building	Likely not possible / antennas on top of roof, difficult to brace / affects antenna pattern
PT	Building	Likely not possible / antennas on top of roof, difficult to brace / affects antenna pattern
FIU	Building	Likely not possible / antennas on top of roof, difficult to brace / affects antenna pattern
FS55	Monopole TWR	RX not possible (top of tower) / TX included

Cost of Implementation

Below is the cost of the installation of the antennas including the below costs:

- Structural Analysis.
- Water Tower Mapping.
- Permitting.
- Mobilization & Installation Cost.
- Project Management.
- Mounting Hardware (metal dipole antennas require different mounting hardware).

Table 5-5: Summary of Sites – Sub-optimal Antenna Replacements

Sites	Installation Cost	Installation Credit	Cost to MDFR after Credit
HWT	\$28,037.23	\$0.00	\$28,037.23
HRT	\$28,037.23	\$0.00	\$28,037.23

Sites	Installation Cost	Installation Credit	Cost to MDFR after Credit
FS09	\$18,303.89	\$4,500.00	\$13,803.89
FS68	\$19,237.23	\$4,500.00	\$14,737.23
FS69	\$13,770.56	\$0.00	\$13,770.56
FS37	\$16,270.56	\$2,500.00	\$13,770.56
MIA	\$15,335.08	\$0.00	\$15,335.08
CAB	\$20,668.41	\$0.00	\$20,668.41
MET	\$23,468.41	\$0.00	\$23,468.41
AQ	\$23,468.41	\$0.00	\$23,468.41
FS55	\$8,826.67	\$0.00	\$8,826.67

Table 5-6: Summary of Sites – Legacy Antenna Replacements

Summary of Sites – Legacy Antenna Sites	Type	Total Antennas	TX Ant	RX Ant	Spare
CGFS3	Lattice Tower	1	0	1	0
CT	Building	1	0	1	0
EWT	Building	1	0	1	0
FHP	Lattice Tower	1	0	1	0
FS04	Monopole TWR	1	0	1	0
FS36	Monopole TWR	3	2	1	0
FS54	Monopole TWR	2	1	1	0
HH	Building	2	1	1	0
HPD	Lattice Tower	1	0	1	0
HQ (Spares)		2	0	0	2
INT	Lattice Tower	2	1	1	0
JMH	Building	1	1	0	0
K&B	Lattice Tower	3	2	1	0
MDY	Lattice Tower	1	1	0	0
MIC	Lattice Tower	1	0	1	0
PFPL	Lattice Tower	1	0	1	0
PGH	Building	1	0	1	0
PSN	Lattice Tower	2	1	1	0
PT	Building	1	0	1	0
PVP	Lattice Tower	1	0	1	0
PYRD	Lattice Tower	1	0	1	0
RNAS	Lattice Tower	3	2	1	0
SDGC	Lattice Tower	1	0	1	0
SW	Monopole TWR	3	2	1	0
T41	Lattice Tower	3	2	1	0
TG	Lattice Tower	4	3	1	0
TGK	Building	3	2	1	0

Summary of Sites – Legacy Antenna Sites	Type	Total Antennas	TX Ant	RX Ant	Spare
Total		47	21	24	2

Motorola Solutions will replace all existing UHF antennas unless otherwise noted. If any antennas were not accounted for, it will be Motorola Solutions’ responsibility to provide and install them at no additional cost to MDFR.

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.

5.8.2 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by MDFR.

5.8.3 Microwave Installation

Motorola Solutions shall provide for seven (7) new individual hops to the existing microwave network. The topology below shows the seven (7) new microwave hops branching from the core ring sites and replacing a core tri-channel link from K&B to TG. The TG to MIC hop is proposed a single MPLS channel (OC3 Not included). Each microwave hop is designed as 30MHz/128QAM with a link capacity of 155Mbps. The design includes, three (3) 6 GHz MHSB, two (2) 6 GHz MHSB/SD and two (2) 11 GHz MHSB hops with the traffic being all Ethernet. Each site, where space exists, will get new equipment racks, IRU600v4 microwave radio, INUe with supporting modem cards (RAC 70), Ethernet cards (DAC GE3), and AUX cards modules as well as antennas, waveguide, dehydrators, batteries and chargers for the microwave equipment. Motorola Solutions will confirm with MDFR, site-by-site, whether equipment is installed in a new or existing rack.

Motorola Solutions shall provide for 15 new spur hops to the existing microwave network. The topology below shows the 18 proposed microwave hops branching from the core ring sites. Each microwave hop is designed as single 30MHz/128QAM channel with a link capacity of 155Mbps. The design includes, ten (10) 6GHz MHSB, one (1) 6GHz MHSB/SD and four (4) 11GHz MHSB hops with the traffic being all Ethernet. Each site will be provisioned with new equipment racks, IRU600v4 microwave radios, INUe’s with supporting modem cards (RAC 70), Ethernet cards (DAC GE3), and AUX cards modules as well as antennas, waveguide, dehydrators, batteries and chargers for the microwave equipment.

5.8.4 Microwave Path Survey, Frequency Planning and Licensing

The microwave path survey shall include the following services:

- Identify geographical location of sites and antenna, waveguide length and tower requirements.
- Verify path clearance objectives for each of the paths from existing or new tower locations.
- Document obstruction, critical points, and reflection points in each of the paths.
- Verify tower coordinates and site elevations.
- Establish coordinates and height requirements for new towers, as needed for governmental agency registration and licenses.

- Confirm antenna centerlines and waveguide length requirements. Catalog antennas on the existing structures noting any space limitations in the survey report. A review of the tower for new antenna design space limitations specific to this project only but will not perform a complete tower audit.
- Perform frequency coordination based on available FCC records to reduce the potential for interference between internal or external radio sources on a given system or network.
- Prepare the FCC License Application Form 601 with the appropriate technical data. Information such as site location, radio type, and frequency will be listed. Aviat Networks will complete and submit the Construction Complete Form 601 online via FCC Universal Licensing System (“ULS”).
- File Antenna Structure Registration (“ASR”) form for towers over 200-feet.

The paths have been designed utilizing UXA6-U57AC and UXA4-U57AC (Ultra-High-Performance Dual-Polarization Antennas). Deploying Dual-Polarization antennas allows flexibility to deploy both vertical and horizontally polarized channels based on the results of frequency coordination and offers excellent side lobe suppression to help mitigate interference. The UXA6 series of antennas offers high XPD (Cross Polarization Discrimination) of 40 dB and with the high wind kit can support wind speeds up to 155-mph.

The system design and associated RF frequency plan as proposed is preliminary, subject to path survey verification, frequency coordination / FCC licensing and final path engineering results.

Design:

- Final equipment list.
- Final path calculations and path profiles.
- Site-specific diagram (RP’s and wiring diagrams).
- DS0 traffic plans.
- DS1/DS3/OC3 traffic plans.
- IP traffic plans.
- NMS plan.
- Synchronization plan.
- DC power calculations.
- Traffic cutover plan and method of procedure.
- Field acceptance test plan.

Installation Services:

At each location as described in the system description, the following will be provided and installed:

- Antenna system.
- Transmission line.
- Hanger kits and ground kits.
- Waveguide or coax boots at entry plates.
- Lightning protector at entry points.
- Bracing supports.
- Pressurization equipment.
- Terminate and label waveguide or coax runs.
- Indoor equipment and rack.
- Antenna alignment.
- Standard tower leg pipe mounts.

- Any required steel support members for side braces.
- Antennas and radomes at specified centerlines.

Indoor Equipment and Rack Installation:

- Cable ladders or trays.
- New racks in specified locations.
- Bracing supports.
- Pressurization equipment.

AC/DC Power Equipment and/or Ground Installation:

- Provide and install DC circuit breakers to support Aviat Networks equipment.
- Provide and install charger racks.
- Provide and install battery into charger rack or on floor as required.

Field Integration Services

- Integrate Aviat Networks microwave equipment.
- Integrate rack ground-to-ground distribution in shelter.
- Integrate DC wiring to specified distribution panels.
- Integrate payload wiring to designated demarcation.
- Integrate Ethernet wiring to designated demarcation.
- Integrate alarm contacts to designated demarcation.
- Integrate battery wiring to designated chargers.
- Connect radio antenna ports to waveguide flex sections.
- Set dehydrator pressure to 4psi.
- Install and integrate NMS software into Motorola Solutions' radio network as required.
- Customize NMS alarm designations.

Antenna testing Services at each location will include the following:

- Perform antenna system test.
- Measure return loss and distance-to-fault of waveguide terminated at antenna within antenna frequency range.
- Verify airtightness, by turning pressurization valve off for 4 hours and measuring pressure drop on each line (<0.5 PSI).
- Perform DC power system test.
- Measure charger floating/equalization voltages.
- Measure voltages on each battery cell.
- Verify charger/battery switching.
- Perform microwave equipment test.
- Perform transmit power output test.
- Perform receive signal level test.
- Perform receiver threshold (fade margin) test.
- Perform transmitter/receiver switching test.
- Perform Layer 1 link aggregation test.
- Perform Ethernet test.
- Perform AUX alarm/data card test.
- Perform dehydrator test.
- Perform 1-hour BER test on primary radio and 1-hour BER test on standby radio.

System Test:

- Perform network continuity test.

- Perform 12-hour BER test on primary side.
- Perform 12-hour BER test on standby side.
- Schedule cutover of all complete traffic immediately following installation.
- Transfer circuit wiring.
- Verify integrity of circuits being cutover.
- Perform traffic cutover.

MDFR Responsibilities:

- None.

Completion Criteria:

- Microwave Equipment installation completed, and system optimized.

5.8.5 DC Installation

The sites that have quoted 48V DC power systems will have the following installation tasks completed.

Table 5-7: 48v DC sites.

Need Title
Aventura
FS 09
FS 18
FS 36
FS 54
FS71 (Eureka)
FS72 (Florida City)
HH
HMS (Vislink only)
K&B
PortMiami
SW
TG
TGK

1. Install one (1) Eltek 500A Flatpack2 DC power system and secure to the cement floor.
2. Install up to three (3) 48V SBSXL Energys Battery strings on battery trays located in same rack as the DC Power System.
3. Install one (1) 12KVA Inverter on DC System. Cable with two (2) #2/0 AWG cable per polarity to provided breakers on DC System distribution. Each cable not to exceed 10-feet each. Equipment that can be powered by 48v DC will be powered by DC.
 - A. Equipment Directly Powered by DC:
 - i. GTR8000.
 - ii. MPLS.
 - iii. MLC8000 (AGU).
 - iv. MOSCAD SDM.

- v. TRAK (GPS).
 - vi. GGM8000.
- B. Equipment Directly Powered by an AC Inverter:
- i. GPW8000.
 - ii. QUANTAR.
 - iii. Other TX GE Radio.
 - iv. Tenser (Channel Bank).
 - v. MLC8000.
 - vi. VGU.
 - vii. Hospital RX Radios.
 - viii. Control Station.
 - ix. Test Mobile.
 - x. Audio Bridge.
 - xi. CSCI.
 - xii. Switch.
 - xiii. Fiber Link.
 - xiv. ASE Avaya Switch.
 - xv. APM.
 - xvi. ASTRO-TAC Voter.
4. Test Equipment.
5. Install one (1) #4/0 System Ground cable from the DC Power System to the Master Ground Bar on Eltek provided auxiliary brackets. It is also assumed that Maximum cable length not to exceed 35-feet total per cable.
6. Install one (1) #1/0 Aisle Ground Feeder cable from the MGB to the Power System rack. Maximum cable length not to exceed 35-feet total.
7. Install one (1) #2AWG Frame Ground whips down to the lower part of the power system rack. Maximum distance for each cable not to exceed 10-feet.
8. Install #2AWG Frame Ground whips for the Power System relay rack, Rectifier Chassis, inverter and battery trays to the #1/0 Aisle Ground Feeder via H-Tap connection. Each cable length not to exceed 3-feet total.
9. Install six (6) 100A circuits inside corrugated tubing on top ladder rack from DC power system to Trimm breaker panels mounted in rack. One (1) 2AWG cable per polarity for each circuit. Each cable not to exceed 35-feet.
10. Install two (2) 10A and two (2) 5A circuits from Trimm breaker panels mounted in rack down to equipment within the same rack. One (1) 14AWG cable per polarity for each circuit. Each cable not to exceed 10-feet.
11. Install six (6) 30A circuits from Trimm breaker panels mounted in rack down to equipment within the same rack. One (1) 10AWG cable per polarity for each circuit. Each cable not to exceed 10-feet.
12. Provide and install four (4) 30A AC circuits to new rectifier system. Circuits shall be connected with seal-tight flex connection from jBox located above equipment rack. Circuits will be installed in metal conduit back to the panel. Circuits will be original from existing panel within 35-feet.
13. Provide and install two (2) new 70A, 120VAC feeders from existing panelboard to new inverter.
14. Provide and Install one (1) new 100A panelboard for the load circuits of new inverter. The new panel shall be mounted on the nearest available wall space to the rack

containing the new inverters. The panel shall be fed with a 100A 120V circuit from the inverters. Cable length not to exceed 35-feet. No load wiring from new panel is included.

15. Permit fees for AC work is included. Detailed engineering drawings are included.
16. Install alarm cabling from DC Power system to MOSCAD.
17. Install Flatpack2 rectifiers and blank covers.
18. Turn up DC Power System; adjust/verify proper settings, operation, and provide report to MDFR.

5.8.6 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by MDFR.

5.9 SYSTEM OPTIMIZATION

5.9.1 Optimize System FNE

Motorola Solutions Responsibilities:

- Motorola Solutions and its subcontractors optimize each subsystem.
- Verify that all equipment is operating properly, and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.

MDFR Responsibilities:

- None.

Completion Criteria:

- System FNE optimization is complete.

5.9.2 Link Verification

Motorola Solutions Responsibilities:

- Perform test to verify site link (Microwave and ASE) performance, prior to the interconnection of the Motorola Solutions-supplied equipment to the link equipment.

Completion Criteria:

- Link verification successfully completed.

5.9.3 Optimization Complete

- System optimization is completed. Motorola Solutions and MDFR agree that the equipment is ready for acceptance testing.

5.10 TRAINING

Motorola Solutions Responsibilities:

- No training has been included in this scope of work.

5.11 AUDIT AND ACCEPTANCE TESTING

5.11.1 Perform R56 Installation Audit

Motorola Solutions Responsibilities:

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' Standards and Guidelines for Communication Sites (R56).

MDFR Responsibilities:

- Witness tests at MDFR's option.

Completion Criteria:

- All R56 audits successfully completed.

5.11.2 Perform Equipment Testing

Motorola Solutions Responsibilities:

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola Solutions (or MDFR) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

MDFR Responsibilities:

- Witness tests at MDFR's option.

Completion Criteria:

- Successful completion of equipment testing.

5.11.3 Perform Functional Testing

Motorola Solutions Responsibilities:

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola Solutions, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to MDFR for review.
- Resolve any minor task failures before Final System Acceptance.

Note: No coverage testing has been included.

MDFR Responsibilities:

- Witness tests at MDFR's option.

Completion Criteria:

- Successful completion of the functional testing.
- MDFR approval of the functional testing.

5.11.4 System Acceptance Test Procedures (Milestone)

- MDFR approves the completion of all the required tests.

5.12 FINALIZE

5.12.1 Cutover

Motorola Solutions Responsibilities:

- Motorola Solutions and MDFR develop a mutually agreed upon cutover plan(s) based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

MDFR Responsibilities:

- Attend cutover meetings and approve, at MDFR's discretion, the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.

Completion Criteria:

- Successful migration from the old system to the new system.

5.12.2 Resolve Punchlist

Motorola Solutions Responsibilities:

- Work with MDFR to resolve punch list items documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

MDFR Responsibilities:

- Assist Motorola Solutions with resolution of identified punch list items by providing support, such as review and approval of the resolved punch list item(s).

Completion Criteria:

- All punch list items resolved by Motorola Solutions and approved by MDFR.

5.12.3 Transition to Service/Project Transition Certificate

Motorola Solutions Responsibilities:

- Review the items necessary for transitioning the completed portions of the project to warranty support and service.
- Provide a MDFR Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.
- Provide a Transition to Service Certificate when subsystem has been installed and tested.

MDFR Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- All service information has been delivered and approved by MDFR.

5.12.4 Finalize Documentation

Motorola Solutions Responsibilities:

- Provide as-built system manual in electronic form, both native files and PDF format. The documentation will include the following:
 - System-Level Diagram.
 - Site Block Diagrams.
 - Site Floor Plans.
 - Site Equipment Rack Configurations.
 - Antenna Network Drawings for RF Sites.
 - ATP Test Checklists.
 - Antenna Sweeps.
 - Functional Acceptance Test Plan Test Sheets and Results.
 - Equipment Inventory List (including serial numbers).
 - Structural Analyses / Material Testing i.e., Concrete.
 - Permit / Inspection Documents Signed.
 - Entitlements & Codes.

Drawings are created utilizing AutoCAD design software and will be delivered in PDF format. All other system manual documents converted from native format to PDF format to be provided.

MDFR Responsibilities:

- Receive and approve all documentation provided by Motorola Solutions.

Completion Criteria:

- All required documentation is provided and approved by MDFR.

5.12.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from MDFR.

5.13 APX NEXT PORTABLES, APX MOBILES & SIERRA WIRELESS MODEMS

This Statement of Work (SOW) defines the principal activities and responsibilities of all parties for implementing the APX NEXT Portable radios and APX mobile radios. Motorola Solutions shall deliver the proposed APX NEXT Portable radios and APX Mobile radios directly to an MDFR designated location. This SOW can be used by the MDFR Communications Division to guide the deployment process and coordinate the activities of Communications Division resources and teams. Motorola Solutions' project manager will work closely with MDFR's project manager during the detailed design review to clearly communicate the required deployment activities and schedule tasks involving MDFR resources.

The scope of the subscriber equipment project is limited to supplying the contracted equipment and software as described herein. Motorola Solutions will be responsible for all programming and installation of the 100 mobiles and 2300 portables.

5.13.1 Subscriber Installation

5.13.1.1 Program and Install Mobiles & Sierra Wireless Modems

Motorola Solutions Responsibilities:

- Program test mobiles with each template version and activate them on the system.
- Pass all features and functionalities of the mobile template.
- Program all the mobiles, as identified in the equipment list, in accordance with MDFR-approved programming templates, client software, and fleet map.
- Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.
- Re-terminate existing antenna cables to change from Mini-UHF to QMA connectors to connect to the APX 8500 mobiles. In cases where the cable may not be long enough, an adapter cable may be used to make the connection.
- The following guidelines shall be utilized during installation:
 - Installations utilize the standard mobile mounting hardware provided with the type of unit.
 - Obtain main power leads from a voltage source as supplied in the mobiles.
 - Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. Install the antennas on the roof, where practical, on the new antenna installations.
 - The radio shop will determine an alternative location whenever the antennas cannot be installed on the roof.
 - Plug the old antenna hole with an appropriate NMO rubber metal cap over the existing NMO connector plug if the antenna requires a new location on the vehicle. The existing cable will remain in place.
 - Remove the existing mobiles from the vehicles at the time of installation of new radios (if included).
- Deliver units to authorized MDFR personnel.

MDFR Responsibilities:

- Approve Mobile programming.

5.13.1.2 Program and Distribute Portables

Motorola Solutions Responsibilities:

- Upon receipt of portables, a MDFR-authorized signatory acknowledges receipt of all portables and accessories and proper operation of a sampling of portables.
- Distribute the portables to end users.
- Program test portables with each template version and activate them on the system.
- Program all the portables, as identified in the equipment list, based upon MDFR approved programming templates, client software, and fleet map.
- Deliver units to authorized MDFR personnel.
- Input all radio data, including but not limited to alias, radio ID, ESN, IMEI etc. into MCM.
- Input all radio data, including but not limited to alias, radio ID, ESN, IMEI etc. into the Motorola Provisioning Manager.
- Provision APX NEXT radios for end-user operation and deployment via Radio Central.
- Provision APX NEXT radios and CommandCentral Aware for Mapping and Messaging.

MDFR Responsibilities:

- Approve APX NEXT Portable programming.

5.13.1.3 Cutover

MDFR Responsibilities:

- MDFR will develop a cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address how to mitigate technical and communication problems impact on users during cutover and general operation of the system.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- Ensure that all Subscriber users are trained and the Subscribers have been activated on the system.
- Input subscriber information into the system database for activation.

Motorola Solutions Responsibilities:

- Provide support and materials to assist MDFR in the development of end-user training.
- Develop a transition plan to migrate to the new radio platform.

5.13.1.4 Transition to Service/Project Transition Certificate

Motorola Solutions Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.
- Provide serial numbers, ESN's and IMEI #'s (where applicable) for all subscriber equipment being sold.

MDFR Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- All service information has been delivered to and approved by MDFR.

5.13.1.5 APX NEXT Portable Radios Warranty Services

The APX NEXT Portable radios include Motorola Solutions' APX NEXT Device Managed Service with Accidental Damage Plan. This plan includes:

- Standard Hardware Repair
- RadioCentral cloud-based tool with batch programming capabilities.
- MyView portal with device service dashboards.
- Device Software Maintenance.
- Technical Support.
- Comprehensive Hardware Repair of Accidentally Damaged radios.

The plan is effective for ten years (from date of initial field programming or six months after shipment date from our factory, whichever comes first) and can be renewed by MDFR on an annual basis. Field labor will be covered by the subscriber technicians. The APX NEXT Device Managed Service with Accidental Damage Plan includes coverage for internal and external components damaged due to a manufacturer's defect as well as coverage for any physical damage that occurs. For damage to a device that is not repairable, a new replacement device will be provided once per year. Motorola will provide flexibility to the agency in order to create a universal start of warranty date for all portable radios.

For more details on Service SOW, refer to Section 3.1

5.13.1.6 APX Mobile Radio Warranty Services

In addition to our standard warranty, the APX mobile radios include a 5-year essential service program, which covers hardware repairs at our depot. This plan is effective from date of shipment from our factory. Field labor will be covered by the subscriber technicians. Motorola will provide flexibility to the agency in order to create a universal start of warranty date for all mobile radios. For more details on Service SOW, refer to Section 3.2.

5.13.1.7 Finalize Documentation

Motorola Solutions Responsibilities:

- Provide an operator manual with each subscriber.

MDFR Responsibilities:

- Receive and approve all documentation provided by Motorola Solutions.

Completion Criteria:

- All required documentation is provided to and approved by MDFR.

5.14 PROJECT ADMINISTRATION

5.14.1 Project Status Meetings

Motorola Solutions Responsibilities:

- Motorola Solutions Project Manager, or designee, will attend all project status meetings with MDFR, as determined during the CDR.
- Record the meeting minutes and supply the report to attendees within 48-hours.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service-related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any risks or miscellaneous concerns of identified by either MDFR or Motorola Solutions.

MDFR Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

5.14.2 Preliminary Project Schedule

The project schedule details the projected timeline for completing the required tasks to successfully implement the capital improvements as noted above. During the Contract Design Review meeting following contract award, Motorola Solutions' Project Manager will present a baseline project schedule to MDFR based upon knowledge and timeline goals learned during the Kickoff Meeting with MDFR. The baseline schedule will be updated regularly during project implementation and will be provided to MDFR's Project Manager in an agreed-upon format. Motorola Solutions and MDFR will work together to identify all project responsibilities for the successful completion of the project.

5.14.3 Progress Milestone Submittal

Motorola Solutions Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

MDFR Responsibilities:

- Approve milestone as warranted, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- MDFR approval of the Milestone Completion document(s).

5.14.4 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds

time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order which shall be reduced to writing. Neither Party is obligated to perform requested changes unless both Parties execute a duly approved written change order.

5.15 ADDITIONAL ASSUMPTIONS AND NOTES

5.15.1 Warranty and Service Response

- **Motorola Solutions Infrastructure.** Items related to the Motorola Solutions RF infrastructure are covered by a one-year warranty, which starts from date of acceptance. During the warranty period Motorola's field service organization (FSO) will respond to service calls on a 24 x 7 x 365 basis. All other conditions of Motorola's Standard Warranty apply.
- **Aviat Microwave Subsystem.** Motorola Solutions (or its subcontractors) will furnish and install the Aviat microwave sub-systems described in Section 2.2. Upon acceptance of each microwave link the standard warranty from Aviat will begin and the link will be turned over to the Miami-Dade Information Technology Department (ITD) to provide on-going maintenance and response.
- **Vislink Video Receiver Subsystem.** Motorola Solutions will furnish and install the Vislink video receiver sub-system described in Section 6. Vislink was specified by MDFR. Warranty service, associated service call-outs, hardware maintenance and lifecycle services associated with this subsystem are not included. These services will be invoiced separately as annual maintenance through Motorola.

5.15.2 Installation Assumptions

- **Mobile Radio Installation.** This mobile installations require that mobile radio removal, programming and installation will be performed by the dedicated FSO subscriber technicians that are currently contracted by MDFR. It is anticipated that this work will consist of swapping the APX7500 trunk mounted unit (the "brick") with a brick from the APX8500 radio and associated programming.
- **Sierra Wireless LTE Modem and Antenna Installation.** The Sierra Wireless installations includes the programming and installation of the proposed LTE modems and associated antennas. This work will be performed by personnel other than the dedicated FSO subscriber technicians.

5.15.3 Lifecycle Support

- **Motorola Solutions Infrastructure.** Motorola Solutions products are supported through the end of their published support windows when maintained under applicable maintenance and lifecycle plans. These windows will be reviewed with MDFR on an annual basis.
- **Third-party Equipment.** Since Motorola Solutions does not control the lifecycle plans for the third-party products furnished, we cannot make specific promises with respect to third-party support. Motorola Solutions will work with our third-party vendors to understand their lifecycle plans, communicate them to MDFR, and work with MDFR to create a suitable support plan for such third-party products.

SECTION 6

VISLINK INFRASTRUCTURE SOLUTION, INSTALLATION & MAINTENANCE

6.1 SOLUTION DESCRIPTION

Motorola Solutions shall provide a comprehensive wide-area 4-channel, 6.5 GHz airborne downlink receive network for MDFR and Miami-Dade County. The network is comprised of seven (7) fixed remote site locations. These locations are currently identified as (1) Acqualina Condo, (2) Palmetto Hospital, (3) Jackson Hospital, (4) Metropolis Condo, (5) South Dade Government, (6) Homestead Speedway, and (7) Miccosukee Village.

This concept of multiple interconnected fixed receive sites, allows any four aircraft outfitted with a compatible Vislink 6.5 GHz RF transmitter, to maneuver throughout the covered area, where the signal from each site is routed, then aggregated by the centralized system.

The result, like a modern mobile telephone network, allows multiple aircraft to autonomously maneuver throughout a region, while providing a contiguous video image to the Genetec content distribution server. The Genetec solution is not included and is required to be provided at MDFR site.

The video receive solution is manufactured by Vislink and shall be provided by Motorola Solutions along with the installation and civil scope detailed below.

6.2 STATEMENT OF WORK

Motorola Solutions shall acquire and install a Vislink air-to-ground radio video streaming solution as per manufacturer instructions. The installation is for the site equipment and does not include any helicopter or boat installations. The sites are noted in Table 6-1 below, if any sites change, the installation tasks and requirements may change and may therefore necessitate a change order.

Table 6-1: Vislink Sites

Site Name	Major Equipment
Acqualina Condo	Fixed Ground Receive Site
Palmetto Medical Center	Fixed Ground Receive Site
Jackson Memorial Hospital	Fixed Ground Receive Site
Metropolis Condo	Fixed Ground Receive Site
South Dade Government Center	Fixed Ground Receive Site
Homestead Raceway	Fixed Ground Receive Site
Miccosukee Tower	Fixed Ground Receive Site

The document delineates the general responsibilities between Motorola Solutions and MDFR regarding this Section 6.

6.3 MOTOROLA SOLUTIONS RESPONSIBILITIES

Motorola Solutions' general responsibilities include the following:

- Install the Motorola Solutions provided equipment as detailed in the Equipment List Section.
- Perform the site development work as detailed in the Civil Statement of Work Section.
- Configure the Motorola Solutions existing network elements.
- Schedule the implementation in agreement with MDFR.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Assist with frequency coordination. The proposed frequencies are licensed, shared frequencies.
- Administer safe work procedures for installation.
- Perform an acceptance test plan for the solution provided.

6.3.1 Video Network Statement of Work

For purpose of clarification, all section 6.3.1 is subcontracted by Motorola Solutions to Vislink.

6.3.1.1 Receive Antenna System "A"

- Two types of receive antenna systems will be utilized on this project, depending on whether the site is a building or a communications tower structure. Other than the antenna configuration, all other
- The first type is components will remain the same.an integrated "pod" style antenna array, containing six (6) high-gain 60-degree sector antennas. This is one integrated unit and will be used in locations such as on top of a building, on the very top of a communications tower, where an unobstructed 360-degree view can be achieved from a single location. Each of the six (6) individual antennas inside the pod can be mechanically adjusted in elevation from 0 to 10 degrees upwards.
- The second type consists of six (6) individual, 60 degree, high-gain compact sector antennas. This configuration is used in locations such as a top of a building where antennas need to be located on corners of a penthouse, or on the side of a very tall tower, or where there is no need to be on the very top, or where utilizing a single pod array is not practical due to potential blockage from tower structural members.
- Each individual antenna comes with a vertical pipe interface mount that will allow for both azimuth and elevation adjustment.

- For individual sector antenna solutions, the antennas need to be positioned and pointed at azimuths of 0, 60, 120, 180, 240 & 300 degrees to achieve complete 360-degree coverage.
- Both the integrated sector pod array and the individual sector antennas have type-N female, 50-Ohm connections.
- Antenna systems are included.

6.3.1.2 RF Cables “B”

- It is expected that CommScope LDF 4.5 -50, 5/8-inch 50-Ohm coax will be used between the antennas and outdoor CRx6 radio unit when cable runs are less than 20' in length. Signal loss at 6.5 GHz with a 20-foot length of this cable is approximately 2.0 dB.
- It is expected that CommScope LDF 4.5 -50, 5/8-inch, 50-Ohm coax cable will be used between the antennas and outdoor CRx6 radio unit when the cable runs are longer than 20-foot in length. Signal loss at 6.5 GHz loss with a 75-foot length of this cable is approximately 3.0 dB.
- Increased RF signal loss due to excessive cable length may result in the loss in operational distance of the receive system.
- These cables will be individually grounded.
- RF lightning protection will be at the end of each coax cable, at the connection to the CRx6 radio unit. No DC voltage will pass from the CRx6 to the antennas, so no voltage pass-through is necessary. The operating band for this lightning protection device is 6.425-6.525 GHz.
- Coax, connectors, ground kits and support hardware for these six cable runs are included.

6.3.1.3 Outdoor Radio Unit Receiver – General “C”

- A 4-channel CRx6 integrated diversity radio unit is proposed. This 6-input integrated receiver unit will be positioned on the building or tower, near the antenna array system, to minimize RF loss at 6.5 GHz.
- The CRx6 diversity radio unit is the latest integrated receiver, allowing for remote monitoring and control of the radio unit via the MDRF IP data network.
- The radio unit has two flange areas that will allow it to be attached to a Motorola Solutions-provided wall or tower mount.
- 6.5 GHzs RF input to CRx6 radio unit is via (6) type-N female 50-Ohm connectors.
- The CRx6 RF radio unit and mount bracket and vertical pipe mount are included.
- A spare Outdoor Radio Unit has been included.

6.3.1.4 Outdoor Radio Unit Receiver – Connections “D, E, I & J”

- This radio unit is DC powered via a rack mount power supply and fed via outdoor rated, 2-conductor, 14 AWG SO cord. This wire is included, up to a length of 300'. Exact length for DC power wire used at each site to be determined, prior to assembly and provided. The power cable will come terminated on the “radio” end with a Mil Spec Canon type circular connector.
- The CRx6 radio unit is equipped with an internal optical fiber transceiver with the input/output being a twin pair of single-mode optical fiber.
- This single-mode optical fiber will be armored, flooded and outdoor rated, will be provided, up to a 400-foot length. Exact length for single-mode optical fiber cable at each site to be determined by Motorola Solutions, prior to assembly.
- Optical connector at CRx6 radio unit is LC plug type, are included.

- Support hangers, strain relief devices and electrical conduits to support and protect these two wire/cable/fiber runs are included.

6.3.1.5 Indoor Connections at Equipment Rack – Items “F, G, H & K”

- DC surge protection shall be used for the power cable to the outdoor CRx6 radio unit, 48vdc, 2.5kA, inline protection unit both at the radio and at the rack inside are included.
- Rack mount CRx6 DC power supply unit will be installed in a 19-inch equipment rack, input voltage 120VAC, output voltage 48VDC. Electrical outlet requirement is one single 15A circuit. Either a rack mount UPS, or site backed-up power is preferred.
- The single-mode optical fiber run will terminate in the equipment rack and will be directly connected to the existing MDFR Nokia network switch via a single-mode fiber SFP module. This module to be specified by Motorola Solutions and is included.

6.3.1.6 Indoor Connections at Equipment Rack – Items “L & M”

- From each of the remote locations, the IP video output of the 4-channel CRx6 radio unit, as well as IP device control, will be connected to the existing MDFR Nokia network switch, via the SFP module as mentioned above.
- Network bandwidth of approximately 10 Mbps per channel, 40 Mbps total, is required from MDFR’s existing data network between each remote site and central datacenter or EOC.

6.3.1.7 Centralized Datacenter Locations

- At MDFR’s associated centralized datacenter or EOC location, for both FIRE & POLICE, the IP video from each of the seven (7) remote locations will be connected to a Vislink TSM-2020 aggregation/decoder unit, via MDFR’s existing data network system.
- These aggregation/decoder units are identified as FIRE: CH-A & CH-B and POLICE: CH-C & CH-D and will each be located in the respective department’s datacenter.
- Each unit will aggregate the appropriate streams from each remote site, whether CH-A & B, or C & D, and then present a single stream for each of the four channels.
- Aggregation/decoder units also put out an HDMI, HD-SDI and IP signal that can be connected to a separate video wall or monitor in the respective EOC areas for direct viewing.
- The FIRE aggregation/decoder unit, CH-A & CH-B, will feed a Genetec content distribution system via an RTSP stream, an in-house CATV system via a HDMI signal into a MDFR provided RF modulator, as well as an alternate 2-CH VMS system that will stream just the FIRE aircraft video downlink content.
- The POLICE aggregation/decoder unit, CH-A & CH-B, will feed an existing & unknown content distribution system via either a RTP/UDP or RTSP stream, an existing video wall via an HDMI signal, as well as an alternate 2-CH VMS system that will stream just the POLICE aircraft video downlink content.

6.3.1.8 V-Connect Active Monitoring Solution

- V-CONNECT Monitoring Appliance, Application Server Platform: Debian 10, 64bit OS, i5-7500, 32GB M2, 8GB RAM, 2x 10/100/1000 NIC, 20x4 LCD Display, Touchpad controls, 1RU (19" X 1.75" X 11"), Includes Rack Mount Brackets, 90~240VAC Power Supply. Software: HDR Receiver Control Interface, HTTP/S CGI, IP Aggregator Control Interface, HTTP/S CGI, TSM Decoder Control Interface, HTTP/S CGI, WebUI Dashboard.
- Vislink V-Connect active monitoring appliance unified Web UI Application Server monitors in real time, the existing Vislink video downlink receivers and distribution appliances located on

the MDFR network. The proposed downlink system is comprised of seven (7) CRx6 video downlink microwave receivers, two (2) IP Aggregators, and four (4) TSM Decoders.

- Each of the devices will be monitored over the HTTP/CGI interface of each device. A single comprehensive Web based user interface will be presented that gathers vital statistics from each of the devices and presents the values in a heuristic manner. In addition to monitoring real time values, frequently used controls in the devices will be extended to the WebUI. Controls such as changing channels or frequency, changing encryption keys, etc.
- The landing page for the WebUI will be a geographic map which displays at a high level the systems overall operational health. Each physical site will be represented by an icon on the map. Clicking on an icon expands to show each device located at the site with the operational health of each device. The icon will also provide a hyperlink to directly navigate to the web pages of each individual device to provide granular configuration of each device.
- Each metric gathered from each device will be given a priority state between 1 and 5.
 - 1) Status. Example: Receive Signal levels
 - 2) Notice. Example: Received Signal Level below Threshold. No Email.
 - 3) Warning. Example: No Video. No Email.
 - 4) High. Example: Receiver has signal, but Decoder has no video. Email.
 - 5) Critical. Example: Device Offline. Email.
- Each metric is assigned a minimum value, maximum value, and threshold value. These values are used to determine the priority state of each metric. The device itself is also assigned a priority which corresponds with the highest priority of any of its children metrics. This device priority is used to visually represent the health of the device on the map-landing page.
- Configuration pages will be provided to assign trip point values to each metric. Some of the metrics can also trigger the sending of an email or SMS. An email will be sent every 24hrs unless the email trigger is snoozed or disabled.
- Each metric is assigned 1 of 4 update rates. This rate is dwell time between queries of the particular value from the device. The rate will roughly correspond with the refresh rate of the particular metric's visual icon on the UI.
 - 1) Real-time (~5 secs)
 - 2) Frequent (~30secs)
 - 3) Slow (~ 5mins)
 - 4) Long (~ 30mins)
- Two admin accounts and 10 viewer accounts are provided for the WebUI. Each user has its own profile with settings for email, changing password, etc.

6.3.1.9 Map of Receive Sites

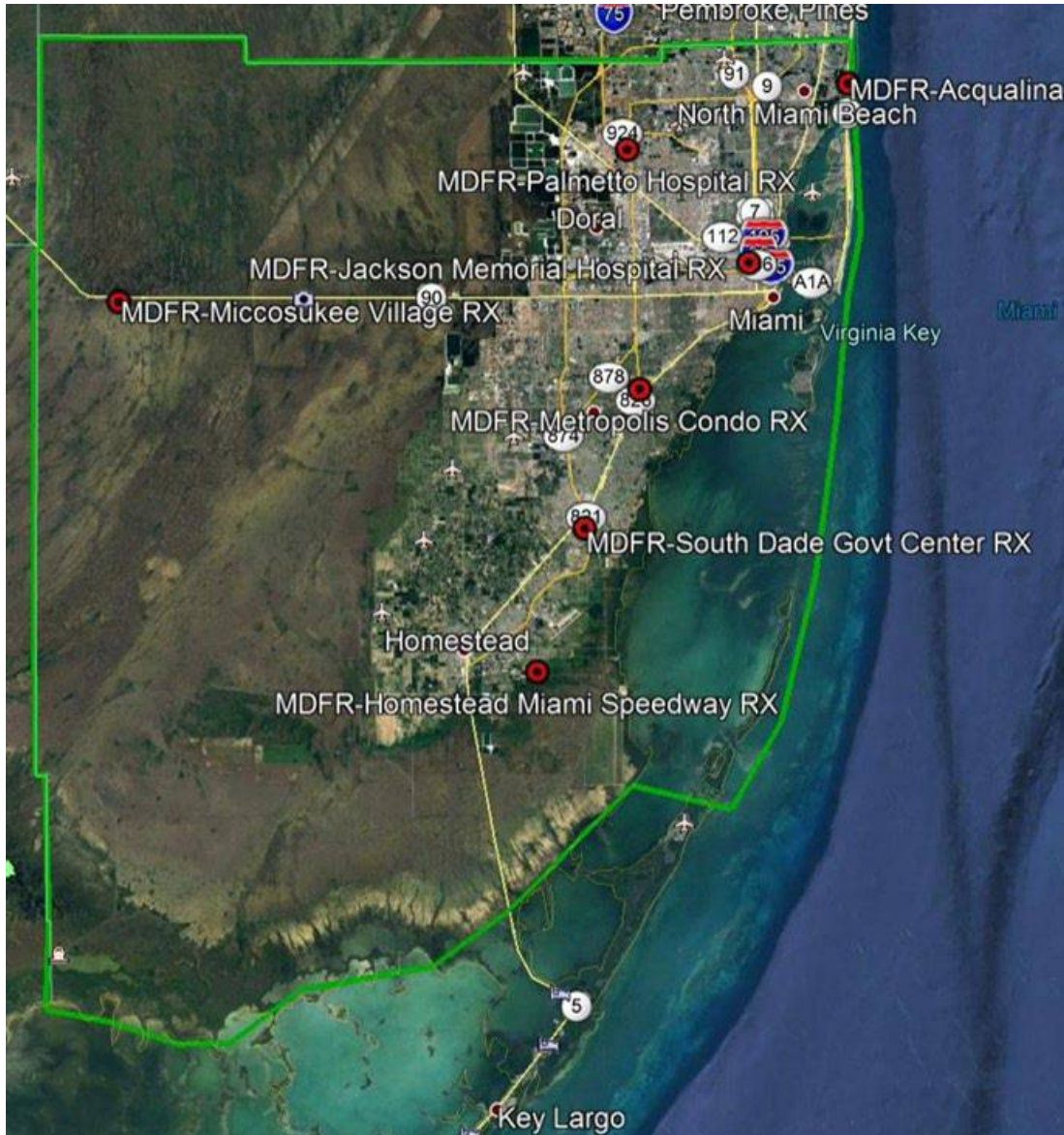


Figure 6-1: Map of Receive Sites

6.4 MDRF OR COUNTY RESPONSIBILITIES

MDRF will assume responsibility for the installation and performance of any other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. General responsibilities for MDRF include the following:

- Obtain frequencies for project as required.
- Motorola will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Obtain permission from site owners for site work as described.

- MDFR will provide the connection and configuration of existing MDFR network at Homestead Racetrack to the radio
- MDFR will facilitate any County network or other changes that require Miami-Dade IT, Police, or other department cooperation.

6.5 ADDITIONAL CONDITIONS

- No coverage guarantee is included.
- Delays and re-deployments caused by site access or other reasons outside the control of Motorola may result in change orders.
- Motorola Solutions is not responsible for interference caused or received by the MDFR provided equipment. Should MDFR's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- The proposed solution integrates with but does not include the Genetec VMS or cameras or any updates that may be required for integration.
- The Genetec VMS server must be functional, compatible and have the capacity, version or other requirements to support the proposed solution. Any required upgrades are outside this scope of work.
- Airborne cameras must be installed, functional, compatible and have the capacity, version or other requirements to support the proposed solution. Any required upgrades are outside the scope of this project.

6.6 COMPLETION CRITERIA FOR PROJECT

- Site development completed per issued for construction (IFC) drawings.
- Demonstration of site functionality with video transmitted to Vislink receiver at each location and delivered to Vislink Transport Stream Management System per Test Plan in Section 6.8.
- Site turnover package completed and turned over to MDFR. The package will include the following:
 - Provide as-built system manual in electronic form, both native files and PDF format. The documentation will include the following:
 - ◆ System-Level Diagram.
 - ◆ Site Block Diagrams.
 - ◆ Site Floor Plans (Homestead Racetrack).
 - ◆ Site Equipment Rack Configurations.
 - ◆ Antenna Network Drawings for RF Sites.
 - ◆ ATP Test Checklists.
 - ◆ Antenna Sweeps.
 - ◆ Functional Acceptance Test Plan Test Sheets and Results.
 - ◆ Equipment Inventory List (including serial numbers).
 - ◆ Structural Analyses.
 - ◆ Construction Documentation if needed.
 - ◆ Permit / Inspection Documents Signed.
 - ◆ Entitlements & Codes.

6.7 CIVIL STATEMENT OF WORK

6.7.1 Site Development at Acqualina

Motorola Solutions shall complete the installation at the current Acqualina site.

Site Scope Summary

- Engineering services for site drawings and regulatory approvals - Included.
- Site acquisition services - Not Required.
- Zoning Services - Not Required.
- Installation Services - Radio Vislink, Antenna Configuration and Network Connectivity via existing MPLS and MDFR Networks including testing and optimization of Vislink system.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit, of the site where the proposed Vislink antenna, radio and mount will be located, so that MDFR can provide information, and planned development at the particular location for approval by the property owner.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (Limited NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. If required perform a cultural resource study, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna mount, Vislink antenna and Radio on the wall of the structure.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna load as required by property owner. No obtrusive investigations have been included.
- Perform an x-ray of the structure on the wall where the Vislink antenna, mount and radio propose to be installed to determine the location of structural components and rebar sizing if required.
- Design antenna support mount to support proposed antenna.
- Prepare, submit and track the application for local permit fees (Vislink antenna, mount, radio and cable and coax installation) and procurement of information necessary for filing.
- Install up to 140 linear feet (6 runs) of 5/8-inch transmission line from the externally mounted CRx6 Vislink Radio up the mount to the Vislink antenna. Each location will vary based on antenna mount design.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the Vislink provided SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the Vislink provided CRX-6 Vislink Radio.

Miscellaneous Work

- Design, Fabricate and Install, on the ocean-side of the building, new 2-inch heavy duty schedule 40 galvanized mount pipe for new Vislink Dome Antenna with wall mounting brackets spaced out in two to three locations one at base of mount and then additional wall mount at 4-feet from base and then 2-feet from top of mount with the mount a total of 10-feet overall in length. The Dome antenna and surge protectors will be provided by Motorola along with the Vislink radio.
- Install the Vislink Dome Antenna on the mast with six (6) runs of 5/8-inch coax with N-Male connectors on each with surge protectors and install N-Male connectors at the radio end for each run to the radio once the antenna mount has been installed on the wall. Each coax will be secured to the wall or mount every 3-feet per Motorola R56 specifications. Each run of 5/8-inch coax will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge protectors.
- Dome Antenna mount to be installed on the building wall above the roof as identified for each location to optimize video being sent from MDFR Marine Units at Acqualina and Metropolis sites
- Provide and install a new ground bus adjacent to the antenna mast and Vislink radio and connected back to the building ground. This connection shall meet R56 specifications and if applicable use dissimilar grounding clamps as required.
- Motorola Solutions will provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio at base of the Vislink antenna mount. The Vislink radio will be mounted 5.5-feet from the finished roof for access and maintenance. Motorola will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48-volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected with connector and the fiber jumper routed from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location.
- Motorola Solutions will provide and install the dedicated 48-volt power supply and provide 120-volt AC power to the power supply. Motorola Solutions will connect the fiber jumper to the SFP in the equipment room to the existing MDFR network.
- Configure existing MDFR MPLS Network to connect to Vislink receiver and route video to the Vislink Aggregation Server.
- Transportation, Parking and Access through the building to the equipment room and to the roof and transporting of all materials, equipment and labor for the installation of the Motorola Solutions-supplied equipment.

6.7.2 Site Development at Palmetto Medical Center

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not Required.

- Zoning Services – Not Required.
- Installation Services – Vislink Radio, dedicated 48v DC Power, Antenna and Network Connectivity via existing Network including configuration of the MPLS network.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit, of the site where the proposed Vislink antenna, radio and mount will be located, so that MDR can provide information, and planned development at the particular location for approval by the property owner.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (Limited NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. If required perform a cultural resource study, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna mount, Vislink antenna and Radio on the wall of the structure.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna load as required by property owner. No obtrusive investigations have been included.
- Perform an x-ray of the structure on the wall where the Vislink antenna, mount and radio propose to be installed to determine the location of structural components and rebar sizing if required.
- Design antenna support mount to support proposed antenna.
- Prepare, submit and track the application for local permit fees (Vislink antenna, mount, radio and cable and coax installation) and procurement of information necessary for filing.
- Install up to 140 linear feet (6 runs) of 5/8-inch transmission line from the externally mounted CRx6 Vislink Radio up the mount to the Vislink antenna. Each location will vary based on antenna mount design.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the CRX-6 Vislink Radio.

Miscellaneous Work

- Design, Fabricate and Install new 2-inch heavy duty schedule 40 galvanized mount pipe for new Vislink Dome Antenna with wall mounting brackets spaced out in two to three locations one at base of mount and then additional wall mount at 4-feet from base and then 2-feet from top of mount with the mount a total of 10-feet overall in length.
- Install the Vislink Dome Antenna on the mast with six (6) runs of 5/8-inch coax with N-Male connectors on each with surge protectors and install N-Male connectors at the radio end for each run to the radio once the antenna mount has been installed on the wall. Each coax will

be secured to the wall or mount every three feet per Motorola Solutions R56 specifications. Each run of 5/8" coax will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge protectors.

- Dome Antenna mount to be installed on the building wall above the roof as identified for each location to optimize video being sent from MDFR helicopter units.
- Provide and install a new ground bus adjacent to the antenna mast and Vislink radio and connected back to the building ground. This connection shall meet R56 specifications and if applicable use dissimilar grounding clamps as required.
- Motorola Solutions will provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio at base of the Vislink antenna mount. The Vislink radio will be mounted 5.5-feet from the finished roof for access and maintenance. Motorola Solutions will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48 volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected with connector and the fiber jumper routed from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location. This required SO and Fiber run will be at a minimum 300 linear feet for this location.
- Motorola will install the 48-volt power supply and provide 120-volt AC power to the power supply. Motorola Solutions will connect the fiber jumper to the SFP in the equipment room to the existing MDFR network.
- Configure existing MDFR MPLS Network to connect to Vislink receiver and route video to the Vislink Aggregation Server
- Transportation, Parking and Access through the building to the equipment room and to the roof and transporting of all materials, equipment and labor for the installation of the Motorola Solutions-supplied equipment.

6.7.3 Site Development at Jackson Memorial Hospital

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- Installation Services – Vislink Radio, Antenna and Network Connectivity via existing Network.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit, of the site where the proposed Vislink antenna, radio and mount will be located, so that MDFR can provide information, and planned development at the particular location for approval by the property owner.
- Prepare record drawings of the site showing the as-built information.

- Perform National Environmental Policy Act (Limited NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. If required perform a cultural resource study, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna mount, Vislink antenna and Radio on the wall of the structure.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna load as required by property owner. No obtrusive investigations have been included.
- Perform an x-ray of the structure on the wall where the Vislink antenna, mount and radio propose to be installed to determine the location of structural components and rebar sizing if required.
- Design antenna support mount to support proposed antenna.
- Prepare, submit and track the application for local permit fees (Vislink antenna, mount, radio and cable and coax installation) and procurement of information necessary for filing.
- Install up to 140 linear feet (6 runs) of 5/8-inch transmission line from the externally mounted CRx6 Vislink Radio up the mount to the Vislink antenna. Each location will vary based on antenna mount design.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the CRX-6 Vislink Radio.

Miscellaneous Work

- Design, Fabricate and Install new 2-inch heavy duty schedule 40 galvanized mount pipe for new Vislink Dome Antenna with wall mounting brackets spaced out in two to three locations one at base of mount and then additional wall mount at 4-feet from base and then 2-feet from top of mount with the mount a total of 10-feet overall in length. The Dome antenna and surge protectors will be provided by Motorola along with the Vislink radio.
- Install the Vislink Dome Antenna on the mast with six (6) runs of 5/8-inch coax with N-Male connectors on each with surge protectors and install N-Male connectors at the radio end for each run to the radio once the antenna mount has been installed on the wall. Each coax will be secured to the wall or mount every 3-feet per Motorola Solutions R56 specifications. Each run of 5/8-inch coax will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge protectors.
- Dome Antenna mount to be installed on the building wall above the roof as identified for each location to optimize video being sent from MDFR helicopter units.
- Provide and install a new ground bus adjacent to the antenna mast and Vislink radio and connected back to the building ground located on the roof. This connection shall meet R56 specifications and if applicable use dissimilar grounding clamps as required.
- Motorola Solutions will provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio at base of the Vislink antenna mount. The Vislink radio will be mounted 5.5-feet from the finished roof for access and maintenance. Motorola Solutions will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide

- and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48-volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected fiber jumper routed from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location.
- Motorola will install the 48-volt power supply and provide 120-volt AC power to the power supply. Motorola Solutions will connect the fiber jumper to the SFP in the equipment room to the existing MDFR network.
 - Configure existing MDFR MPLS Network to connect to Vislink receiver and route video to the Vislink Aggregation Server.
 - Transportation, Parking and Access through the building to the equipment room and to the roof and transporting of all materials, equipment and labor for the installation of the Motorola Solutions-supplied equipment.

6.7.4 Site Development at Metropolis Condo

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not Required.
- Zoning Services – Not Required.
- Installation Services – Vislink Radio, Antenna and Network Connectivity via existing Network.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit, of the site where the proposed Vislink antenna, radio and mount will be located, so that MDFR can provide information, and planned development at the particular location for approval by the property owner.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (Limited NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. If required perform a cultural resource study, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna mount, Vislink antenna and Radio on the wall of the structure.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna load as required by property owner. No obtrusive investigations have been included.

- Perform an x-ray of the structure on the wall where the Vislink antenna, mount and radio propose to be installed to determine the location of structural components and rebar sizing if required.
- Design antenna support mount to support proposed antenna.
- Prepare, submit and track the application for local permit fees (Vislink antenna, mount, radio and cable and coax installation) and procurement of information necessary for filing.
- Install up to 140 linear feet (6 runs) of 5/8-inch transmission line from the externally mounted CRx6 Vislink Radio up the mount to the Vislink antenna. Each location will vary based on antenna mount design.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the CRX-6 Vislink Radio.

Miscellaneous Work

- Design, Fabricate and Install new 2-inch heavy duty schedule 40 galvanized mount pipe on the ocean-side of the building for new Vislink Dome Antenna with wall mounting brackets spaced out in two to three locations one at base of mount and then additional wall mount at 4' from base and then 2' from top of mount with the mount a total of 10-feet overall in length. The Dome antenna and surge protectors will be provided along with the Vislink radio.
- Install the Vislink Dome Antenna on the mast with six (6) runs of 5/8-inch coax with N-Male connectors on each with surge protectors and install N-Male connectors at the radio end for each run to the radio once the antenna mount has been installed on the wall. Each coax will be -inch coax will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge protectors.
- Dome Antenna mount to be installed on the building wall above the roof as identified for each location to optimize video being sent from MDFR Marine Units at Acqualina and Metropolis sites
- Provide and install a new ground bus adjacent to the antenna mast and Vislink radio and connected back to the building ground located on the roof. This connection shall meet R56 specifications and if applicable use dissimilar grounding clamps as required.
- Motorola Solutions will Provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio at base of the Vislink antenna mount. The Vislink radio will be mounted 5.5-feet from the finished roof for access and maintenance. Motorola Solutions will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48-volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected the fiber jumper routed from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location.
- Motorola Solutions will install the 48-volt power supply and provide 120-volt AC power to the power supply. Motorola Solutions will connect the fiber jumper to the SFP in the equipment room to the existing MDFR network.
- Configure existing MDFR MPLS Network to connect to Vislink receiver and route video to the Vislink Aggregation Server
- Transportation, Parking and Access through the building to the equipment room and to the roof and transporting of all materials, equipment, and labor for the installation of the Motorola Solutions-supplied equipment.

6.7.5 Site Development at South Dade Government

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not Required.
- Zoning Services – Not Required.
- Installation Services – Vislink Radio, Antenna and Network Connectivity via existing Network.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna loads. No obtrusive investigations have been included.
- Perform an x-ray of the structure on the wall where the Dome Vislink antenna and mount will be installed to determine the location of structural components and rebar sizing.
- Design antenna support platform to support proposed antenna.
- Preparation, submission and tracking of application for local permit fees (antenna and mount installation) and procurement of information necessary for filing.
- Install up to 120 linear feet (6 runs) of 5/8-inch transmission line.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the CRX-6 Vislink Radio.

Miscellaneous Work

- Design, Fabricate and Install new 2-inch heavy duty schedule 40 galvanized mount pipe for new Vislink Dome Antenna with mounting brackets spaced out in two or three locations on the tower face and then 2-feet from top of mount with the mount installed on the face of the tower structure located on the roof of the facility. The Dome antenna and surge protectors will be provided by Motorola along with the Vislink radio.
- Install the Vislink Dome Antenna on the mast with six (6) runs of 5/8-inch coax with N-Male connectors on each with surge protectors and install N-Male connectors at the radio end for

each run to the radio once it is installed and mounted on the face of the existing tower. Each coax will be secured to the mount or tower face every three feet per Motorola Solutions R56 specifications. Each run will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge.

- Provide and install a new ground bus adjacent to the antenna mast and Vislink radio and connected back to the building ground located on the roof. This connection shall meet R56 specifications and if applicable use dissimilar grounding clamps as required.
- Motorola will provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio at the Vislink antenna mount. Motorola Solutions will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48-volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected with the fiber jumper will be pulled from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location.
- Motorola Solutions will install the 48-volt power supply and provide 120-volt AC power to the power supply. Motorola Solutions will connect the fiber jumper to the FSP in the equipment room to the existing MDFR network.
- Configure MDFR MPLS Network to connect to Vislink receiver and route video to the Vislink Aggregation Server.
- Transportation, Parking and Access through the building to the equipment room and to the roof and transporting of all materials, equipment and labor for the installation of the Motorola Solutions-supplied equipment.

6.7.6 Site Development at Homestead Raceway

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning Services – Not included.
- Installation Services – Vislink Radio, Antenna, 48v DC power plant and Network Connectivity via existing Network.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit, of the site where the proposed Vislink antenna, radio and mount will be located, so that MDFR can provide information, and planned development at the particular location for approval by the property owner.
- Prepare record drawings of the site showing the as-built information.
- Perform National Environmental Policy Act (Limited NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity.

This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work. If required perform a cultural resource study, to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.

- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna mount, Vislink antenna and Radio on the wall of the structure.
- Perform structural mapping, analysis, and design to antenna support structure for the proposed equipment and antenna load as required by property owner. No obtrusive investigations have been included.
- Perform an x-ray of the structure on the wall where the Vislink antenna, mount and radio propose to be installed to determine the location of structural components and rebar sizing if required.
- Design antenna support mount to support proposed antenna.
- Prepare, submit and track the application for local permit fees (Vislink antenna, mount, radio and cable and coax installation) and procurement of information necessary for filing.
- Install up to 140 linear feet (6 runs) of 5/8-inch transmission line from the externally mounted CRx6 Vislink Radio up the mount to the Vislink antenna. Each location will vary based on antenna mount design.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the CRX-6 Vislink Radio.

Miscellaneous Work

- Design, Fabricate and Install new 2-inch heavy duty schedule 40 galvanized mount pipe for new Vislink Dome Antenna with wall mounting brackets spaced out in two to three locations one at base of mount and then additional wall mount at 4-feet from base and then 2-feet from top of mount with the mount a total of 10-feet overall in length. The Dome antenna and surge protectors will be provided by Motorola along with the Vislink radio.
- Install the Vislink Dome Antenna on the mast with six (6) runs of 5/8-inch coax with N-Male connectors on each with surge protectors and install N-Male connectors at the radio end for each run to the radio once the antenna mount has been installed on the wall. Each coax will be secured to the wall or mount every three feet per Motorola Solutions R56 specifications. Each run of 5/8-inch coax will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge protectors.
- Dome Antenna mount to be installed on the building wall above the roof as identified for each location to optimize video being sent from MDRF helicopter units.
- Provide and install a new ground bus adjacent to the antenna mast and Vislink radio and connected back to the building ground located on the roof. This connection shall meet R56 specifications and if applicable use dissimilar grounding clamps as required.
- Motorola Solutions will provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio at base of the Vislink antenna mount. The Vislink radio will be mounted 5.5-feet from the finished roof for access and maintenance. Motorola Solutions will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48-volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected with the fiber jumper

routed from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location.

- Motorola Solutions will install the 48-volt power supply and provide 120-volt AC power to the power supply. Motorola Solutions will connect the fiber jumper to the SFP in the equipment room to the existing MDFR network.
- Connect to existing MDFR Fiber Network to connect to Vislink receiver and route video to the Vislink Aggregation Server
- Transportation, Parking and Access through the building to the equipment room and to the roof and transporting of all materials, equipment and labor for the installation of the Motorola Solutions-supplied equipment.
- Install dedicated rack-mounted 48v DC power plant.

6.7.7 Site Development at Miccosukee Tower Site

Site Scope Summary

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not Required.
- Zoning Services – Not Required.
- Existing tower to be used for antennas – 200-foot Sabre Self-supported Tower.
- Installation Services – Vislink Radio, Antennas mounted to the tower at the 140' level and Network Connectivity via existing Network.

Motorola Solutions Responsibilities

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Miami-Dade County.
- Prepare, submit and track application for local permit fees (electrical, building etc.) and procurement of information necessary for filing.
- Install up to 140 linear feet (6 runs) of 5/8-inch transmission line from the externally mounted CRx6 Vislink Radio around the face of the tower to the Vislink panel antennas.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola Solutions' control will result in additional costs.

Existing Facility Improvement Work

- Supply and install new entry port as required per location for the flexible conduit which will provide wall entry to the SO Cord and Fiber Jumper from the power supply and SAR 8 in the equipment room rack to the CRX-6 Vislink Radio.

Miscellaneous Work

- Fabricate and install mounts for six (6) Vislink 4" x 10" panel antennas at azimuths specified by Vislink for each panel antenna.
- Install the Vislink Panel Antennas on the tower per Vislink azimuths for each panel and connect one (1) 5/8-inch coax with N-Male connectors to each panel antenna at the 140-foot elevation on the self-supported tower with surge protectors and install N-Male connectors at the radio end for each run to the CRx6 radio once it is installed and mounted on the tower leg. Each coax will be secured to the tower (at the 140-foot level) every 3-feet per Motorola Solutions R56 specifications. Each run will be grounded per Motorola Solutions R56 Specifications to the ground bus located adjacent to the Vislink radio with surge. The Vislink radio will be mounted at the 140' elevation on the existing Sabre self-supported tower.
- Provide and install a new ground bus adjacent to the Vislink radio and connected back to the tower per Motorola Solutions R56 specifications. Tinned copper bus will be used for the grounding of these coaxes and radio back to the tower.
- Motorola Solutions will provide the 12-gauge negative and positive SO cord as well as fiber jumper between the 48-volt power supply located in the equipment room mounted in identified equipment rack and the Vislink radio and Motorola Solutions will install both the SO cord run and the fiber jumper run in a 1.5-inch seal tight flexible non-metallic conduit with connectors. Motorola Solutions will also provide and install a non-metallic junction box adjacent to the Vislink radio so that the SO cord and fiber jumper are secure between the radio equipment room and the outdoor Vislink radio. The SO cord for 48-volts will have surge protector installed in the junction box and then pulled from the surge protector to the Vislink radio and connected with the fiber jumper will be pulled from the junction box and connected to the Vislink radio. The runs of SO and Fiber will vary based on lengths required at each location. The conduit, SO and Fiber run for this location will be approximately 180-feet.
- Motorola Solutions will install the 48-volt power supply and provide 120-volt AC power to the power supply. Also, Motorola Solutions will connect the fiber jumper to SFP in the equipment room to the existing MDFR network.
- Transport for all equipment to the Miccosukee tower location required for the Vislink installation.

6.7.8 MDFR Responsibilities for Each Location

- Review and approve site design drawings within 28 calendar days of submission by Motorola Solutions or its subcontractor(s). Should a re-submission be required, the MDFR shall review and approve the re-submitted plans within 28 calendar days from the date of submittal.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola Solutions.

- Site upgrades or improvements are the responsibility of MDFR unless specified. Structural assessments are included, but any resulting upgrades required are not in the scope of the MDFR CIIP.
- Configure network at Homestead Raceway site.

6.7.9 Additional Conditions

- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs will be borne by MDFR or site owner.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal for Motorola Solutions to be able to hold to the existing project schedule. In the case of permit or zoning delays, there would be no cost impact to MDFR.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola Solutions will seek excusable delays rather than risk job site safety.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load. The tower structures located at Miccosukee and South Dade Government Center and the wall of the Acqualina, Palmetto Medical Center, Jackson Memorial Hospital, Metropolis and Homestead Race Way Club facility can support the proposed new antenna or antennas for the Vislink installation and mount loading. Physical or structural improvements to the existing tower or wall of the building will not be required. Any structural improvements would be the responsibility of MDFR.
- Motorola Solutions shall be responsible for complying with all applicable provisions of Florida law that relate to design and construction of public buildings and facilities including, but not limited to, Florida Statutes Sections 255.05, 255.20 and 287.055.

6.8 TEST PLAN

6.8.1 Manufacturer Factory Bench Testing Plan

Factory bench testing will consist of the following:

- The receivers will be setup and tested to resemble what the final configuration will be in the field, i.e., IP addressing, and encryption keys will be preconfigured in each unit.
- Four channel aggregation units will be connected as the destination devices for the receiver videos. Each aggregator is designated by the channel that it receives on. Unit A, unit B, unit C and Unit C, respectively.
- IP video streams from aggregation units A and B will be streamed to the corresponding A and B Media Server, (Police).
- IP video streams from aggregation units C and D will be streamed to the corresponding C and DB Media Server, (Fire).
- At the factory, all four channels will be tested simultaneously to replicate full channel loading and IP streaming.
- Radio frequency signal levels and MER will be recorded for each antenna on each of the seven receiver systems on each individual channel. The levels will be recorded at a high RF

- energy level and again with -40dB attenuation added to each transmitter. A document recording these test signal measurements will be created for each receiver.
- Four low power transmitters will be powered up and connected to different video sources. Each transmitter will be set up to a different RF channel.
 - Transmitter 1, Channel #1 - 6430 MHz.
 - Transmitter 2, Channel #4 - 6455 MHz.
 - Transmitter 3, Channel #8 - 6488 MHz.
 - Transmitter 4, Channel #12 - 6521 MHz.
 - All transmitters will be set to the following parameters:
 - DVBT modulation.
 - Constellation QPSK.
 - Bandwidth 8 MHz.
 - Receivers will be documented for RF signal sensitivity on the four test channels.
 - A document will be filled out to document the receiver sensitivity at the full range of the receiver's input sensitivity. A receiver sensitivity document will be provided for each receiver.
 - An antenna graph will also be provided to indicate RF performance as displayed by the aggregation units for a particular receiver at -70db. An example if the graph is shown below.

6.8.2 On-Site Field Testing

Field testing will be performed on each site consisting of the following:

- Testing of each system, from the receive antenna, down through the RF cables, into the outdoor mounted receiver, through the optical fiber interconnect and into MDFR's provided network switch will be completed utilizing a Vislink local test transmitter in a similar matter to that described in bench testing.
- Transmitting from a known distance on the rooftop RF levels and MER values will be recorded and compared to those values recorded during the factory testing.
- Optical power will be measured and recorded on the TX side prior to connection to the SFP at the switch.
- Each receiver will be tuned to the same frequency, on each of the 4-channels, matching the transmit frequency. This will create an identical video stream in each of the four channels.
- The video from the test transmitter will be observed at the Central collection facility, as well as on the output of each channel aggregator.
- Metrics will also be compared as received by the aggregation units at the central collection facility. A screen capture of the 4-streams will be recorded.
- The same tests will be completed at all 7-sites.
- Field test with a Helicopter to validate system functionality will be done at a mutually agreeable time and place; MDFR will have 45 days to make the helicopter available for testing once Motorola Solutions provides notice to proceed. Service/Warranty call outs, maintenance and lifecycle are not included. This may be proposed separately.

6.9 EQUIPMENT LIST

The following equipment shall be provided by Motorola Solutions. NOTE: Miami-Dade County is not responsible for errors or omissions within the equipment list. Motorola Solutions will include any additional equipment necessary to ensure system improvements are operating optimally.

LINE ITEM	QTY	NOMENCLATURE	DESCRIPTION
Site Development Items			
1	140	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
2	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
3	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
4	120	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
5	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
6	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
7	120	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
8	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
9	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
10	120	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
11	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
12	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
13	120	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
14	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
15	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
16	140	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
17	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
18	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
19	120	DSLDF4550	CABLE: 5/8" LOW DENSITY FOAM, PER FOOT
20	14	DSL45PNMRC	TYPE N MALE RINGFLARE FOR 5/8 IN LDF4.5-50 CABLE
21	6	DS220497	220497 7/8" GROUNDING KIT, TWO HOLE, 1/4" LUG, 60", FIELD CRIMPON LUG
Acqualina Video			
22	1	9018675	SectorPod receive antenna, white radome, six panel
23	1	9018676	Mount sector pod
24	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6

LINE ITEM	QTY	NOMENCLATURE	DESCRIPTION
25	1	211325	Integration Access
26	1	690-00143-00A-R	Remote Reboot Device
Metropolis Video			
27	1	9018675	SectorPod receive antenna, white radome, six panel
28	1	9018676	Mount sector pod
29	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
30	1	211325	Integration Access
31	1	690-00143-00A-R	Remote Reboot Device
Palmetto Hospital			
32	6	9018350	Compact Sector Antenna
33	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
34	1	211467.4	Integration Access
35	1	690-00143-00A-R	Remote Reboot Device
Jackson Hospital			
36	1	9018675	SectorPod receive antenna, white radome, six panel
37	1	9018676	Mount sector pod
38	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
39	1	211467.2	Integration Access
40	1	690-00143-00A-R	Remote Reboot Device
South Dade Government Site			
41	1	9018675	SectorPod receive antenna, white radome, six panel
42	1	9018676	Mount sector pod
43	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
44	1	211467.2	Integration Access
45	1	690-00143-00A-R	Remote Reboot Device
Homestead Speedway			
46	1	9018675	SectorPod receive antenna, white radome, six panel
47	1	9018676	Mount sector pod
48	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
49	1	211467.2	Integration Access
50	1	690-00143-00A-R	Remote Reboot Device

LINE ITEM	QTY	NOMENCLATURE	DESCRIPTION
Miccosukee Tower			
51	6	9018350	Compact Sector Antenna
52	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
52	1	211467.4	Integration Access
53	1	690-00143-00A-R	Remote Reboot Device
System Aggregation and Decoding			
55	1	TSM-2020-AGG	Aggregator, decoder, controller unit.
56	1	TSM-2020-AGG	Aggregator, decoder, controller unit.
57	1	TSM-2020-AGG	Aggregator, decoder, controller unit.
58	1	TSM-2020-AGG	Aggregator, decoder, controller unit.
System IP Streaming and Distribution			
59	1	TSM-2020-MSM	Transport stream manager
60	1	TSM-2020-MSM	Transport stream manager
Tactical Hand-Held Portable Receive			
61	1	64MCR-HD-SV-M02-B2-VIP-IMT-FP413-NO MMK-MNL	Mobil CMDR
62	2	9018695	Omni ant w up-look 6.4-7.1 GHz 50 Ohm, RHCP, 20Wmax in, N-M
63	2	9015703	COAXIAL, GOOSENECK ASSEMBLY, 7" N-MALE TO N-FEMALE DC-6GHZ
64	1	922-B1278-01A-R	Cable, DC Power Plug to Vehicle Plug, 5A, 6 FT
65	2	9018352	AB G90 : Anton Bauer Titon 90 Gold Mount Lithium Battery, 14.2V, 92Wh
66	1	A/B TWIN CHARGER	A/B Two position simultaneous charger
Portable Test Transmit Kit			
67	1	23MLT3-B3-T-ML3-VC2-ACC-5S-,L3-ACC	Microlite 3 Transmitter
68	2	AB G 90	Lithium battery
69	1	A/B TWIN CHARGER	A/B Two position simultaneous charger
70	1	9018732	RF Cable Assembly
71	1	9018695	Omni ant w up-look 6.4-7.1 GHz 50 Ohm, RHCP, 20Wmax in, N-M
72	1	9018350	Compact Sector Antenna
Spares			
73	3	9018675	SectorPod receive antenna, white radome, six panel
74	6	9018350	Compact Sector Antenna 6.475-7.125GHz
75	1	68CRX6-4-M02-B3-CRX6-ACC-STD-ODU-ACC-GK-CRX6-2-HTM-FP413	Central Receive X6
76	1	TSM-2020-AGG	Transport Stream Manager
77	1	TSM-2020-MSM	Transport Stream Manager

LINE ITEM	QTY	NOMENCLATURE	DESCRIPTION
Active Monitoring			
78	1	9019229	V-CONNECT Monitoring Appliance

6.10 MAINTENANCE STATEMENT OF WORK

Vislink Support Services with On Site Response

Motorola Solutions shall provide a dedicated technical resource to MDFR to facilitate a seamless support program on the Vislink Solution between Motorola / Vislink and MDFR. The ultimate goal is to ensure MDFR's investment in the Vislink Solution and to ensure it is utilized to the fullest extent possible. The dedicated technical resource will be assigned to MDFR and will have an office at Miami-Dade Fire Rescue Headquarters and report daily. This Statement of Work is inclusive of services provided by Vislink and Motorola.

Motorola Responsibilities

1. Motorola on-site support for the Vislink system will be provided Mon-Fri from 8:30 am to 4:30 pm EST excluding weekends and Motorola observed holidays.
2. Open, track and manage cases for Vislink issues to resolution utilizing Vislink's Customer Support Portal. Providing timely updates to MDFR. Once a case is opened utilizing Vislink's portal, they require a minimum of 24 hours to respond but will take no more than 48 hours.
3. Conduct monthly site inspections of all Vislink sites to be completed in a timely manner and provide MDFR documentation on a monthly basis.
 - A. Vislink documentation to be developed by Motorola and MDFR and mutually agreed upon.
4. Coordinate with MDFR to schedule any downtime that may affect or impact the system.
5. Coordinate and conduct software / firmware updates of ground-based stations and core equipment with MDFR point of contact.
6. Escalate and track within Vislink's portal any service impacting issues, engaging resources necessary, coordinating meetings and/or conference calls until resolved.
7. Provide a single point of contact to MDFR for all Vislink service related issues and advise MDFR of on-going issues with potential impact to operations.
8. Inventory and tracking of all infrastructure equipment in MCM (spares, equipment out for repair, etc.).
9. Motorola will trouble shoot the system and handle replacement of equipment with MDFR provided spare units on-hand when needed.
10. Motorola will handle processing of equipment requiring repairs.
11. Provide quote to MDFR for any above contract repairs or services not covered under the contract. This includes any emergency visits to Miami-Dade County by Vislink technical resources and/or training on an as needed basis. One on-site emergency service call, one on-site training session and one virtual training session by Vislink is included in the annual service agreement.
12. Motorola will commit to repair and return failed hardware within 15 business days upon receipt inclusive of round trip shipping.
13. Covers shipping inbound and outbound for hardware repair to Vislink's repair facility.
14. Conduct remote error analysis with support. Network access would need to be secured from MDFR to ensure proper diagnostics.

15. Coordinate with a Vislink Engineer to schedule an annual preventative maintenance inspection. (Tower crew services, if needed, are not included in the contract and a quote to MDFR will be provided in advance.) Included in the PM service are:
 - A. A Visual inspection of the Vislink equipment.
 - B. Check for loose connections/ hardware.
 - C. Firmware upgrades.
 - D. Verify TX & RX Levels.
 - E. Test MDRF test transmitter, and verify operational.
 - F. Evaluate Alarm Codes.
 - G. Visual inspection of transmission lines; inspect excessive wear, weathering, and stability on tower from the ground level. The use tower crews or drone services are not included in the contract and would be billable if required.
 - H. Visual inspection of the site enclosure.
 - I. Verify software versions, and update if necessary.
 - J. Perform local test.
 - K. Document results and provide to MDRF.
16. V-Connect Active Monitoring and Notification, an appliance or software tool is provided. This tool can be utilized for troubleshooting efforts, or to simply receive alerts and notifications on the health and overall condition of the system. Two admin accounts and 10 viewer accounts are included with this solution for MDRF to assign or distribute accordingly. Each User account has its own profile with settings such as email and password managements.
17. Motorola will handle deployment and distribution of encryption keys for Fire and Police channels in accordance with Fire and Police Encryption Key management administration and procedures.
18. This resource will also fulfill the scope as referenced in the Dedicated Subscriber Support Technician statement of work.

MDFR Responsibilities

1. Provide point of contact for Motorola / Vislink to provide Lifecycle and End of Life information to regarding hardware / equipment, in addition to last time buy notices.
2. Provide point of contact and email address to be copied on "auto notify" communications for software and firmware updates when they become available.
3. Assist with access to equipment when necessary.
4. Cooperate with Motorola and perform all acts that are reasonable and necessary to enable Motorola and Vislink to provide the services described in the SOW.
5. Notify Motorola resource when there is an issue with the Vislink solution.
6. Provide a point of contact for the technical resource to coordinate with for system maintenance, Encryption Key procedures and software updates.
7. Establish and maintain a suitable environment (proper ventilation, light and power) for the equipment location and provide Servicer full and safe access to the equipment.

SECTION 7

ACCEPTANCE TEST PLAN

7.1 SMARTMAPPING

7.1.1 Display Location on APXNext

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on APXNext.

SETUP

Radio 1 and Radio 2 will have SmartMapping enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartMapping layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Zoom out on Radio 1 SmartMapping map and see other radio's location (e.g. Radio 2) displayed.

Pass____ Fail____

7.1.2 Display Location of Radio in Emergency

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on APXNext.

SETUP

Radio 1 and Radio 2 will have SmartMapping enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartMapping layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Initiate an emergency alarm from Radio 2 and observe the icon on the Radio 1's display map indicating an emergency.
- Step 3. Clear the emergency and observe the icon revert.

Pass____ Fail____

7.2 SMARTLOCATE

7.2.1 Display Location of APXNext

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on Command Central Aware.

SETUP

Radio 1 and Radio 2 will have SmartLocate enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartLocation layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Login to CommandCentral Aware via Chrome browser
- Step 3. Zoom out on CommandCentral Aware map and see radio locations (e.g. Radio 1) displayed.
- Step 4. Move radio users in the field and observe accurate movement of the radio location icons
- Step 5. Turn off radios and observe the icons disappear from the map

Pass____ Fail____

7.2.2 Display Location of Radio in Emergency

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on Command Central Aware.

SETUP

Radio 1 and Radio 2 will have SmartLocate enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartLocation layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Login to CommandCentral Aware via Chrome browser
- Step 3. Zoom out on CommandCentral Aware map and see radio locations (e.g. Radio 1) displayed.
- Step 3. Initiate and emergency alarm from Radio 2 and observe the icon change, indicating an emergency.
- Step 4. Clear the emergency and observe the icon revert.

Pass ____ Fail ____

7.3 SMARTMESSAGING

7.3.1 Send Multimedia File to a Radio

1. DESCRIPTION

Messages can be sent/received by APXNext Devices.

SETUP

Radios will have SmartMessaging enabled.

SmartMessaging client will be configured.

VERSION #1.000

2. TEST

- Step 1. Login to Dispatch Messaging Client
- Step 2. Power on target radios
- Step 3. Send a Multimedia file (JPG) from the Dispatch Messaging Client software to Radio 1. Confirm the file is received at Radio 1.
- Step 4. Radio 1 will respond back with a freeform text acknowledgement. Confirm the response is received at the Dispatch Messaging Client.

Pass_____ Fail_____

7.3.2 Send Multimedia File to a Group of Radios

1. DESCRIPTION

Messages can be sent/received by APXNext Devices.

SETUP

Radios (Radio 1, Radio 2, Radio 3) will have SmartMessaging enabled.

SmartMessaging client will be configured.

VERSION #1.000

2. TEST

- Step 1. Login to Dispatch Messaging Client
- Step 2. Power on target radios
- Step 3. Send a Multimedia file (JPG) from the Dispatch Messaging Client software to a group of Radios (Radio 1, Radio 2, Radio 3)
- Step 4. Confirm the file is received at all radios.

Pass_____ Fail_____

7.4 SMARTPROGRAMMING

7.4.1 Program a single APXNext radio

1. DESCRIPTION

Radios can be programmed and managed wirelessly from a central environment.

SETUP

Radio 1 will have SmartProgramming enabled and be provisioned in the same RadioCentral agency as the RadioCentral programmer.

VERSION #1.000

2. TEST

- Step 1. Login to Radio Central application
- Step 2. Power on target radios
- Step 3. Change the alias of Radio 1 in the RadioCentral Application. This will create a configuration delta.
- Step 4. Initiate a programming (write) of Radio 1.
- Step 5. Confirm receipt of the programming job at the radio.
- Step 6. Accept and install the programming job from the radio.
- Step 7. Following the update, observe the radio programming has successfully been modified.

Pass____ Fail____

7.4.2 Program multiple APXNext radios

1. DESCRIPTION

Multiple radios can be programmed and managed wirelessly from a central environment.

SETUP

Radio 1 and Radio 2 will have SmartProgramming enabled and be provisioned in the same RadioCentral agency as the RadioCentral programmer. Radio 1 and 2 will share a common configuration (template).

VERSION #1.000

2. TEST

- Step 1. Login to Radio Central application
- Step 2. Power on target radios
- Step 3. Change a configuration parameter of Radio 1 and Radio 2 in the RadioCentral Application. This will create a configuration delta for all radios utilizing that configuration.
- Step 4. Initiate a programming (write) for Radio 1 and Radio 2.
- Step 5. Confirm receipt of the programming job at the radios.
- Step 6. Accept and install the programming job from the radios.
- Step 7. Following the update, observe the radios programming has successfully been modified.

Pass____ Fail____

7.5 SMARTCONNECT

7.5.1 SmartConnect - Subscriber Mobility - LMR to LTE Switchover

1. DESCRIPTION

Upon losing ASTRO LMR RF coverage and no other ASTRO LMR sites are available, a SmartConnect capable radio may automatically roam to a SmartConnect site via LTE. Whether automatic switching is possible depends on configuration of the "Backup PTT Operation" setting for the personality being used.

A personality may be configured as LMR Only, LMR Preferred or Broadband Only. Radios are provisioned with the "LMR Preferred" setting to facilitate automatic switchover to broadband from LMR. The "LMR Only" setting is used to prevent a radio from roaming to broadband and the "Broadband Only" setting is utilized to facilitate manual switching to a SmartConnect site.

The broadband access type used is dependent on the capabilities/configuration of the radio.

The following test demonstrates automatic switchover between LMR and SmartConnect via LTE.

SETUP

RADIO-1 – TALKGROUP 1, "LMR Preferred"

RADIO-2 - TALKGROUP 1, "LMR Only"

CONSOLE-1 - TALKGROUP 1

VERSION #1.010

2. TEST

- Step 1. With RADIO-1 and RADIO-2 on LMR Site 1, initiate a Wide Area Call from RADIO-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-2 and CONSOLE-1 will be able to receive and respond to the call. Dekey RADIO-1.
- Step 3. Remove antennas on RADIO-1 and RADIO-2 to simulate poor LMR coverage.
- Step 4. Observe that RADIO-1 moves to broadband SITE 2 and displays the SmartConnect banner. The radio may briefly display "Out of Range" during this transition
- Step 5. Observe that RADIO-2 continuously displays "Out of Range".
- Step 6. Initiate a Wide Area Call from RADIO-1 on TALKGROUP 1.
- Step 7. Observe that only CONSOLE-1 will be able to receive and respond to the call.
- Step 8. Dekey RADIO-1 and reinstall the antennas on RADIO-1 and RADIO-2.
- Step 9. Observe that RADIO-1 eventually moves back to LMR SITE 1 and no longer displays the SmartConnect banner.

Note: The transition back to LMR may not occur immediately (depends on RSSI thresholds and how long it was on the broadband site).
- Step 10. Confirm that RADIO-1 and RADIO-2 are able to make calls again on LMR SITE 1.

Pass_____ Fail_____

7.5.2 SmartConnect - Subscriber Mobility - Manual Switchover to Broadband

1. DESCRIPTION

Upon losing LMR RF coverage and no other LMR sites are available, a user may choose to manually switch to a SmartConnect site by selecting a personality configured as “Broadband Only”.

The broadband access type used is dependent on the capabilities/configuration of the radio.

The following test demonstrates manual switchover between LMR and SmartConnect.

SETUP

RADIO-1 – TALKGROUP 1”, “LMR Only”
(personality 1)

RADIO-1 – TALKGROUP 1”, “Broadband Only”
(personality 2)

RADIO-2 - TALKGROUP 1, “LMR Only”
CONSOLE-1 - TALKGROUP 1

VERSION #1.010

2. TEST

- Step 1. With RADIO-1 and RADIO-2 on LMR Site 1, initiate a Wide Area Call from RADIO-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-2 and CONSOLE-1 will be able to receive and respond to the call. Dekey RADIO-1.
- Step 3. Change RADIO-1 to a “Broadband Only” personality for TALKGROUP 1.
- Step 4. Observe that RADIO-1 moves to the broadband SITE 2 and displays the SmartConnect banner. The radio may briefly display “Out of Range” during this transition.
- Step 5. Initiate a Wide Area Call from RADIO-1 on TALKGROUP 1.
- Step 6. Observe that RADIO-2 and CONSOLE-1 are able to receive and respond to the call.
- Step 7. Dekey RADIO-1 and select the “LMR Only” personality.
- Step 8. Observe that RADIO-1 moves back to LMR SITE 1 and no longer displays the SmartConnect banner.
- Step 9. Observe that RADIO-2 and CONSOLE-1 are still able to receive and respond to calls from RADIO-1.

Pass_____ Fail_____

7.5.3 SmartConnect - Wide Area Trunking - Talkgroup Call

1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup.

This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

SETUP

RADIO-1 – TALKGROUP 1
RADIO-1 – LMR SITE 1

RADIO-2 –TALKGROUP 1
RADIO-2 – BROADBAND SITE 2

RADIO-3 - TALKGROUP 2
RADIO-3 - LMR SITE 1

RADIO-4 - TALKGROUP 2
RADIO-4 - BROADBAND SITE 2

VERSION #1.010

2. TEST

- Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.
- Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass____ **Fail**____

7.5.4 SmartConnect - Wide Area Trunking - Secure Operation

1. DESCRIPTION

Digital encryption is used to scramble a transmission so only properly equipped and configured radios can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios with the same "Key" can decrypt the audio and listen to it.

SETUP

RADIO-1 - TALKGROUP 1 (SECURE TXMODE)

RADIO-2 - TALKGROUP 1 (SECURE TXMODE)

RADIO-3 - TALKGROUP 1 (SECURE MODE and no, or incorrect key)

RADIO-4 - TALKGROUP 1 (Clear TX Mode)

Notes:

- The identical secure mode must be programmed into RADIO-1, RADIO-2, RADIO-4 and that RADIO-3 has no secure code loaded or has a unique secure code from the other testing radios.
- Execute this test with all radios on the broadband site.

VERSION #1.010

2. TEST

- Step 1. Initiate a secure wide area call with RADIO-1 on TALKGROUP 1. Keep this call in progress until instructed to end the call.
- Step 2. Observe that RADIO-2 will be able to monitor the call.
- Step 3. Observe that RADIO-3 does not receive the call.
- Step 4. Observe that RADIO-4 will also receive the call even with the secure switch set to the non-secure mode of operation.
- Step 5. End the call from RADIO-1.
- Step 6. Respond with RADIO-2 and verify that RADIO-1 and RADIO-4 receive the response audio but RADIO-3 cannot.

Pass ____ Fail ____

7.6 P25 FUNCTIONAL TESTING (PASS / FAIL)

7.6.1 General Usage

1. Power on the Radio
2. Autolog In (registers P25 ID and P25 Group)
3. Turn radio off and on multiple times
4. Change Systems
5. Change Groups
6. Display System and Talkgroup name on radio
7. Transmit on Groups in Different Systems
8. Receive on Groups in Different Systems
9. Display P25 ID of users when receiving calls
10. Change volume up/down
11. Use the Buttons programmed on the Radio
12. Try to transmit while someone else is transmitting on P25 trunked (receive tone)
13. Transmit until time-out (receive tone)

7.6.2 Specific Calls:

1. Transmit (800 MHz) P25 Trunked
2. Receive (800 MHz) P25 Trunked
3. Transmit (700 MHz) P25 Trunked
4. Receive (700 MHz) P25 Trunked
5. Transmit (800 MHz) P25 Conventional
6. Receive (800 MHz) P25 Conventional
7. Transmit (700 MHz) P25 Conventional
8. Receive (700 MHz) P25 Conventional

7.6.3 Emergency:

1. Emergency declare
2. Emergency automatic open mic option 5 seconds
3. Emergency Clear
4. Receive multiple emergency signals on the same group
5. Transmit emergency signal on the same group with an Emergency active (queue state)
6. Transmit while talkgroup is in emergency state (receive tone)
7. After Transmit, move to another talkgroup (emergency should not follow)
8. Encryption:
9. Transmit and Receive (800 MHz) P25 Trunked AES OTAR Encryption
10. Transmit and Receive (700 MHz) P25 Trunked AES OTAR Encryption
11. Over-the-air-encryption (OTAR) AES receiving the warm start of the key
12. Reverse Warm Start

7.6.4 Patches:

1. Encrypted/Digital
2. Encrypted/Encrypted
3. Digital/Digital

7.6.5 Simulselects:

1. Encrypted/Digital
2. Encrypted/Encrypted
3. Digital/Digital

7.6.6 Audible Tones:

1. Turn-on Radio Tone
2. Grant Tone
3. Denied Tone
4. Queue Tone
5. Busy Tone
6. Emergency Tone TX
7. Emergency Tone RX
8. Battery life Tone
9. Lost System Tone (CC SCAN)
10. Time-out Timer

7.6.7 Radio Adjustments:

1. Adjustable Backlight Levels (On/Off/Adjustable)
2. Failsoft Display
3. Battery Indicator
4. Option to RX and not TX
5. Personality Security (Blocks access to read or program the radio without Key)
6. Ramp Lock (up/down arrow does not wrap around system or group whichever is set)
7. Power-Up Keypad Lock (on & off)
8. Power-Up Keypad State turn on to a specific (System & Group)
9. Power-Up Keypad State turn on to the last used System & Group
10. Receive the Disable Command from the Radio Infrastructure (Stolen)
11. Receive the Change Coverage Class Command from the Radio Infrastructure (Lost)
12. FCC Menu with RF levels
13. If system is not available does radio Roam to another P25 System (Enhance CC)
14. Priority Option (talking on a talkgroup not on the list to dispatch)

7.6.8 Scan Option:

1. Block Scan Feature
2. Add Scan Feature to a Group
3. Remove Scan Feature to a Group
4. Create Scan List
5. Turn Scan Feature On/Off

7.6.9 Stealth Mode Options:

1. Remove backlight
2. Remove all lights
3. Remove all tones

7.7 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

SECTION 8

PRICING

8.1 EQUIPMENT AND SERVICES

	MSRP	Contract Price
New UHF Fire Radio System Transmit Sites		
<i>Aventura Hospital</i>	\$1,973,708	\$1,857,259
<i>Fire Station 18 / North Miami</i>	\$3,728,568	\$3,508,583
<i>Fire Station 71 / Eureka</i>	\$4,159,623	\$3,876,769
<i>Fire Station 72 / Florida City</i>	\$4,201,947	\$3,962,436
<i>Homestead Air Reserve Base</i>	\$1,057,021	\$976,687
<i>PortMiami</i>	\$2,391,141	\$2,216,588
West Dispatch Channel Expansion		
<i>Expand Coverage to 11 Additional Sites</i>	\$723,791	\$642,726
Existing Site Improvements		
<i>Equipment Shelters (Incl. Generators, Addtl Fuel Storage, 48v DC, HVAC & Elevated Concrete Platform where applicable)</i>	\$3,996,594	\$3,780,778
<i>Generator Replacements & Fuel Storage</i>	\$1,141,751	\$1,080,096
<i>48v DC Site Backup Power Upgrades</i>	\$1,478,433	\$1,410,425
<i>HVAC Upgrades</i>	\$387,417	\$376,569
<i>UPS Replacements</i>	\$2,527,235	\$2,456,472
<i>System Connectivity – Microwave Links (existing sites)</i>	\$1,985,480	\$1,856,424
<i>Antennas – Sub-Optimal Replacements</i>	\$797,717	\$757,831
<i>Antennas – Legacy Replacements</i>	\$1,052,710	\$1,005,338
<i>ACDY / MIC Sites – Equipment Relocation</i>	\$384,514	\$369,902
LTE System Connectivity		
<i>SmartConnect Gateway</i>	\$397,296	\$182,994
<i>Hosted SmartConnect Backup Install & 5 Years</i>	\$189,500	\$189,500
<i>ASTRO Connectivity Services Install & 5 Years</i>	\$103,349	\$103,349
Subscriber Radio Equipment		
<i>APX NEXT XE Hand-held Radios with Accessories (Qty. 1360) 2 Years of Software & Warranty</i>	\$20,774,989	\$15,190,648
<i>APX8500 Multi-Band Single-Control Head Mobiles & Installations (Qty. 130) 2 Years of Software & Warranty</i>	\$2,128,100	\$1,546,301
<i>APX8500 Multi-Band Dual-Control Head Mobiles & Installations (Qty. 8) 2 Years of Software & Warranty</i>	\$119,640	\$88,838
<i>XR80 Sierra Wireless LTE Modems (Qty. 198)</i>	\$986,091	\$931,994

	MSRP	Contract Price
<i>APX8500 Single-Band Vehicular Radios & Installations (Qty. 60) 2 Years of Software & Warranty</i>	\$636,529	\$488,396
<i>Fielded Mobile Subscriber Smart Services – Years 1 & 2</i>	\$62,784	\$62,784
<i>APX NEXT CAD Interface Integration</i>	\$100,000	\$100,000
Air-to-Ground Video Streaming System		
<i>Vislink Ground-based Receiver System</i>	\$2,373,650	\$2,304,814
Wave Broadband PTT		
<i>- Deployment - 200 User Licenses - 12 Channel LMR-Broadband Integration - 5 Years Licensing</i>	\$377,420	\$377,420
Genesis System Performance Management		
<i>ATIA, UEM, MCM/ PMI, SAM, GADI</i>	\$474,510	\$436,549
<i>Operations Bridge</i>	\$290,157	\$266,944
Project Related Costs		
<i>Warehousing & other Miscellaneous Costs</i>	\$462,723	\$462,723
Subtotal	\$61,586,731	\$52,943,676
<i>Negotiated Subscriber Volume Purchase Incentive</i>		<i>-\$1,361,316</i>
<i>Negotiated MDRF System & Subscriber Discount</i>		<i>-\$3,968,271</i>
<i>Negotiated Large Purchase Incentive</i>		<i>-\$1,673,985</i>
<i>Additional Negotiated APX NEXT CAD Integration Incentive</i>		<i>-\$100,000</i>
<i>Additional Negotiated Hosted SmartConnect Backup Incentive</i>		<i>-\$189,500</i>
<i>Additional Negotiated ASTRO Connectivity Services (ACS) Incentive</i>		<i>-\$103,349</i>
<i>Additional Negotiated Wave Broadband PTT Incentive</i>		<i>-\$377,420</i>
<i>Additional Negotiated Subscriber Incentive</i>		<i>-\$484,561</i>
<i>Additional Negotiated Mobile Upgrade Incentive Qty 60 APX6500 to APX8500 Single-Band</i>		<i>-\$57,512</i>
<i>Additional Negotiated Genesis Incentive</i>		<i>-\$113,495</i>
	MDRF Total after Incentives	\$44,514,267
<i>Performance Bond</i>		\$269,025
	MDRF Total with Performance Bond	\$44,783,292
	Subscriber Services Outyears 3 - 5 MSRP (1598 Subscribers)	\$2,772,755
<i>Additional Negotiated Subscriber Services Outyears Incentive through Year 5</i>		<i>-\$361,752</i>
<i>Additional Negotiated Cache Subscriber Services Outyears Incentive through Year 5 (Qty 300 Portables, Qty 12 Mobiles)</i>		<i>-\$463,824</i>
	Subscriber Services Outyears 3-5 Total after Incentives	\$1,947,179
	MDRF Grand Total with Subscriber Services Outyears 3-5 (Validity to August 23rd, 2022)	\$46,730,471
<i>Contingency Fund *</i>		\$500,000
	MDRF Grand Total with Subscriber Services Outyears 3-5 with Contingency Fund (Validity to August 23rd, 2022)	\$47,230,471

	MSRP	Contract Price
MDFR Grand Total with Subscriber Services Outyears 3-5 (Validity from August 24 th , 2022, to October 23rd, 2022)		
		\$49,908,026

* Contingency Fund - for up to \$500,000 in structural upgrades. Use of these funds will be determined by final structural analysis of existing towers where new Antennas and/or Microwave are being installed and for each new site requiring foundational work. Use of these funds will also be determined by final soil study in new construction site locations. Motorola Solutions will present each analysis, construction plans if an upgrade is needed, and record keeping of all costs incurred for the upgrades. If costs exceed the total funds, the County has the option to remove that item from the project.

8.1.1 Vehicular Device Installation Credits

If MDFR chooses to descope vehicle installation of mobile radios or broadband modems, the following credits would apply:

- \$500 Credit towards APX8500 Mobile radio installation per unit descope.
- \$370 Credit towards XR80 LTE Modem installation per unit descope.

8.2 5 YEAR SMART SERVICES AND WARRANTY

8.2.1 Detailed Smart Services & Warranty Outyears 3 - 5

Description	Invoice Amount
Year 1 of Application Services & Warranty ***	Included
Year 2 of Application Services & Warranty ***	Included
Year 3 of Application Services & Warranty ***	\$924,252
Year 4 of Application Services & Warranty ***	\$924,252
Year 5 of Application Services & Warranty ***	\$924,252
Total	\$2,772,755

*** Services Included:

- APX NEXT Portables – Quantity 1360
 - Advanced Coverage w/Accidental Damage Warranty
 - SmartProgramming Service
 - SmartConnect Service
 - SmartLocate Service
 - SmartMapping Service
 - Smart Messaging Service
- APX 8500 Mobiles – Quantity 238 (198 New Radios, 40 Fielded Radios)
 - SmartConnect Service
 - SmartProgramming Service
- CommandCentral Aware Mapping & Messaging - Enterprise Licensing
 - Up to 400 Named User Licenses
- Motorola has provided an incentive for free Smart Services through 10 years for the Cache Radios listed below:
 - 300 APXNEXT XE Portables
 - ◆ SmartProgramming Service
 - ◆ SmartConnect Service
 - ◆ SmartLocate Service
 - ◆ SmartMapping Service
 - ◆ Smart Messaging Service
 - 12 APX8500 Mobiles
 - ◆ SmartConnect Service
 - ◆ SmartProgramming Service

Continuation of 7.2.1.

Device Type	Service	Qty.	Price / Year	Annual Total	Yrs.	Yrs. 3 – 5
Portables	APXNEXT ADVANCED WITH ACCIDENTAL DAMAGE	1360	\$210	\$286,906	3	\$860,717
Mobile	APXMOBILE WARRANTY	198	Included	Included	-	-
Annual Warranty Total				\$286,906		
3 Year Warranty Total Warranty Total						\$860,717
Portables	APXNEXT SMART PROGRAMMING	1360	\$75	\$102,000	3	\$306,000
Portables	APXNEXT SMART CONNECT	1360	\$75	\$102,000	3	\$306,000
Portables	APXNEXT SMART LOCATE	1360	\$75	\$102,000	3	\$306,000
Portables	APXNEXT SMART MAPPING	1360	\$75	\$102,000	3	\$306,000
Portables	APXNEXT SMART MESSAGING	1360	\$75	\$102,000	3	\$306,000
Mobile	APXMOBILE SMART PROGRAMMING	307 *	\$144	\$44,208	3	\$132,624
Mobile	APXMOBILE SMART CONNECT	307 *	\$144	\$44,208	3	\$132,624
	CommandCentral Aware User Logins	400	\$119	\$47,622	3	\$142,867
	Command Central Aware Incentive			-\$8,692	3	-\$26,076
Annual Smart Services / CommandCentral Aware Login Total				\$637,346		
3 Year Smart Services / CommandCentral Aware Login Total						\$1,912,039
Annual Warranty & Smart Services / CommandCentral Aware Login Total				\$924,252		
3 Year Warranty & Smart Services / CommandCentral Aware Login Total						\$2,772,756

* Mobile subscriber Smart Service for quantity 307:

- Qty. 198 new mobile subscribers
- Qty. 109 existing mobile subscribers

8.2.2 Outyears 6 - 10 is provided only for MDFR planning purposes using guidelines below.

- **Initial Years 1 - 5 unit price per year**
 - o Portable Smart Service: \$75 per Smart Service per unit per year
 - o Mobile Smart Service: \$144 per Smart Service per unit per year
 - o Portable Maintenance: \$210 per unit per year
 - o Mobile Maintenance: \$101 per unit per year.
 - o CommandCentral Logins: \$119 per unit per year
- **Outyears 6 - 10 Price Escalation**
 - o CPI-based 8.3% escalator in year 6
 - o Inflation-based 3% escalator for years 7 – 10
- **Years 6 - 10 Incentive Commitment**
 - o 10% Discount on all maintenance and Smart Services
 - o Free Smart Services for designated Cache Radios
 - Qty. 300 Portables
 - Qty. 12 Mobiles

The below table describes Subscriber Maintenance and Smart Services Outyears 6 - 10 projected costs and incentives for planning purposes only per the above guidelines assuming the quantities stated below.

Year	Portable Maintenance	Portable Smart Service	Portable Projected Qty	Mobile Maintenance	Mobile Smart Service	Mobile Projected Qty	CommandCentral Logins	Total Projected
6	\$227	\$406	1,360	\$109	\$312	307	\$51,551	\$1,042,521
7	\$234	\$418	1,360	\$113	\$321	307	\$53,097	\$1,073,796
8	\$241	\$431	1,360	\$116	\$331	307	\$54,690	\$1,106,010
9	\$249	\$444	1,360	\$120	\$341	307	\$56,331	\$1,139,191
10	\$256	\$457	1,360	\$123	\$351	307	\$58,021	\$1,173,366
Projected MSRP Subtotal								\$5,534,884
Outyears 6 - 10 Negotiated Incentive								-\$553,488
Outyears 6 - 10 Cache Radio Incentive								-\$627,902
Outyears 6-10 Projected Price								\$4,353,494
Effective Discount								21%

Continuation of 7.2.2.

Year	Portable Maintenance after Incentive	Portable Smart Service after Incentive	Portable Projected Qty	Mobile Maintenance after Incentive	Mobile Smart Service after Incentive	Mobile Projected Qty	CommandCentral Logins after Incentive	Total Projected after Incentive
6	\$207	\$369	1,060	\$99	\$284	295	\$46,396	\$770,176
6	\$207	\$0	300	\$98	\$0	12	\$0	\$63,227
7	\$213	\$380	1,060	\$102	\$292	295	\$47,788	\$793,281
7	\$213	\$0	300	\$101	\$0	12	\$0	\$65,123
8	\$219	\$392	1,060	\$106	\$301	295	\$49,221	\$817,079
8	\$219	\$0	300	\$104	\$0	12	\$0	\$67,077
9	\$226	\$404	1,060	\$109	\$310	295	\$50,698	\$841,592
9	\$226	\$0	300	\$108	\$0	12	\$0	\$69,100
10	\$233	\$416	1,060	\$112	\$319	295	\$52,219	\$866,839
10	\$233	\$0	300	\$111	\$0	12	\$0	\$71,173
Total Projected Negotiated Price after Incentives								\$4,353,494

8.3 ASTRO CONNECTIVITY SERVICES FOR SMARTCONNECT

Description	Invoice Amount
Initial Setup	\$25,000
Year 1 of ASTRO Connectivity Services	\$19,466
Year 2 of ASTRO Connectivity Services	\$20,050
Year 3 of ASTRO Connectivity Services	\$20,652
Year 4 of ASTRO Connectivity Services	\$21,271
Year 5 of ASTRO Connectivity Services	\$21,909
Total for Years 1 - 5	\$128,348

Negotiated ASTRO Connectivity Services (ACS) Years 1 - 5 Incentive of \$103,349 applied to equipment purchase as listed in Section 8.1.

Description	Invoice Amount
Year 6 of ASTRO Connectivity Services	\$22,567
Year 7 of ASTRO Connectivity Services	\$23,244
Year 8 of ASTRO Connectivity Services	\$23,941
Year 9 of ASTRO Connectivity Services	\$24,659
Year 10 of ASTRO Connectivity Services	\$25,399
Total for Years 6 - 10	\$119,810

Additional Negotiated ASTRO Connectivity Services (ACS)) Years 6 - 10 Incentive of \$119,810 to Years 6 - 10 as listed in the MDPD terms (Exhibit B) Section 9.3.2 as part of a combined MDRF & MDPD discount totaling \$424,673.

8.4 OPTIONAL FUTURE SERVICES

Description	Deployment & Integration Services	Cost / Device / Yr.	Invoice Amount for 1360 Devices
APXNEXT CAD Interface	\$100,000	\$75 / Device / Yr.	\$102,000

The APXNEXT CAD Interface will be available to work with 3rd party CAD providers per Section 2.6.6.

8.5 HOSTED SMARTCONNECT SERVICE

Hosted SmartConnect Service

- One-time Initial Setup of up to 4900 devices
- Annual hosted service for up to 4900 devices

Description	Price
Initial Setup	\$25,000
Year 1 of Hosted SmartConnect	\$31,000
Year 2 of Hosted SmartConnect	\$31,930
Year 3 of Hosted SmartConnect	\$32,887
Year 4 of Hosted SmartConnect	\$33,874
Year 5 of Hosted SmartConnect	\$34,890
Total for Years 1 - 5	\$189,581

Additional Negotiated Hosted SmartConnect Years 1 - 5 Incentive of \$189,500 applied to equipment purchase as listed in Section 8.1.

Description	Price
Year 6 of Hosted SmartConnect	\$35,937
Year 7 of Hosted SmartConnect	\$37,015
Year 8 of Hosted SmartConnect	\$38,126
Year 9 of Hosted SmartConnect	\$39,269
Year 10 of Hosted SmartConnect	\$40,447
Total for Years 6 - 10	\$190,794

Additional Negotiated Hosted SmartConnect Years 6 - 10 Incentive of \$190,794 committed to Years 6 - 10 as listed in MDPD terms (Exhibit B) Section 9.2.2 as part of a combined MDFR & MDPD discount totaling \$424,673.

8.6 VISLINK MAINTENANCE & VISLINK CONNECT AWS GOVERNMENT CLOUD VMS DISTRIBUTION SOLUTION

Description	Price
Year 1 of Vislink Maintenance & Vislink Connect	\$312,500
Year 2 of Vislink Maintenance & Vislink Connect	\$315,250
Year 3 of Vislink Maintenance & Vislink Connect	\$319,295
Year 4 of Vislink Maintenance & Vislink Connect	\$323,386
Year 5 of Vislink Maintenance & Vislink Connect	\$327,525
Year 6 of Vislink Maintenance & Vislink Connect	\$331,714
Year 7 of Vislink Maintenance & Vislink Connect	\$335,953
Services & Warranty & Vislink Connect Total for 7 Yrs.	\$2,265,623

Annual Vislink Maintenance per the Statement of Work in Section 6.10.

8.7 WAVE PRICING

WAVE Push-To-Talk Application.

Years 1 – 5 Pricing	Unit Price / Yr.	Qty.	Duration (Years)	Extended Price
Initial Setup	\$45,620	1	1	\$45,620
Critical Connect License	\$18,000	1	5	\$90,000
LMR Channel License	\$2400	12	5	\$144,000
End User License (5 included for free)	\$96	195	5	\$93,600
Dispatch License	\$840	1	5	\$4,200
Total				\$377,420

Year 6+ Annual Subscription Cost	Unit Price / Yr.	Qty.	Duration (Years)	Extended Price
Critical Connect License	\$18,000	1	1	\$90,000
LMR Channel License	\$2400	12	1	\$144,000
End User License (5 included for free)	\$96	195	1	\$18,720
Dispatch License	\$840	1	1	\$840
Total				\$253,560

8.8 GENESIS ESA & LIFECYCLE AGREEMENT

ESA & Lifecycle Agreement for Genesis ATIA, GADI and Operations Bridge.

Description	Price
Year 2 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 3 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 4 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 5 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Total through Year 5	\$533,716

Description	Price
Year 6 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 7 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 8 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 9 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Year 10 of Lifecycle Agreement for ATI, GADI and Operations Bridge	\$133,429
Total Years 6 through Year 10	\$667,145

8.9 PAYMENT MILESTONES

8.9.1 Payment Schedule

Except for a payment that is due on the Effective Date, MDFR will make payments to Motorola Solutions as set forth in the Agreement. Payment for the System purchase will be in accordance with the following milestones.

8.9.2 System Purchase (Excluding Subscribers)

1. 15% of the System Price due upon Contract Execution (due upon effective date).
2. 14% of the System Price due upon Contract Design Review.
3. 2% of the System Price due upon Final Acceptance.
4. The below milestones will be invoiced on a Per Site Basis; Number of sites per milestone is pursuant to SOW. Percentage will be divided by number of sites.
 - A. 18% of the System Price due upon Completion & Beneficial Use of New Site Construction (six new sites total).
 - B. 3% of the System Price due upon Completion and beneficial use of Shelter Replacements.
 - C. 8% of the System Price due upon Installation & Beneficial Use of HVAC.
 - D. 5% of the System Price due upon Installation & Beneficial Use of DC Power Systems.
 - E. 5% of the System Price due upon Installation & Beneficial Use of UPS Replacements.
 - F. 4% of the System Price due upon Installation & Beneficial Use of Generator Replacement & Additional Fuel Storage.
 - G. 4% of the System Price due upon Installation & Beneficial Use of Antenna Replacement.
 - H. 10% of the System Price due upon Installation & Beneficial Use of Microwave Hops & MPLS.
 - I. 5% of the System Price due upon Installation & Beneficial Use of RF Infrastructure at new and replacement shelter sites.
 - J. 3% of the System Price due upon Installation & Beneficial Use of West Channel Expansion.
 - K. 4% of the System Price due upon Installation & Beneficial Use of Vislink System.

8.9.3 Subscribers Purchase

100% of the Subscriber Contract Price will be invoiced upon receipt and acceptance, not to exceed ten (10) calendar days post-delivery (as shipped). Subscribers will be shipped in lots of no more than 500 units, every 10 calendar days, unless mutually agreed.

8.9.4 Lifecycle Support and Subscription Based Services

Motorola Solutions will invoice MDFR annually in advance of each year of the plan.

8.9.5 Partial Shipments

Motorola reserves the right to make partial shipments of subscriber equipment and invoice per Section 8.9.3. Motorola reserves the right to make partial shipments of microwave equipment (milestone item 4h) and invoice per Section 8.9.2. Motorola also reserves the right to invoice per the milestone schedule on a site-by-site basis upon beneficial use. The value of the equipment shipped / services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price.

SECTION 9

DISCOUNT SCHEDULE FOR FUTURE EQUIPMENT PURCHASES

Quantities	Discounted Product(s)	Discount
1-499	APX & APXNEXT P25 Radio Equipment APX Radio Accessories	27% 27%
500-999	APX & APXNEXT P25 Radio Equipment APX Radio Accessories	30% 28%
1000-1999	APX & APXNEXT P25 Radio Equipment APX Radio Accessories	33% 29%
2000 plus	APX & APXNEXT P25 Radio Equipment APX Radio Accessories	35% 30%

Infrastructure, 3 rd Party Equipment & Services	Discount
Motorola Fixed Network Equipment	15%
Motorola Drop-ship Equipment	8%
Wireless Broadband Networking & LTE Equipment	5%
Video Security Solutions	5%
Installation, Support & Subscription Services	0%

APPENDIX – A-2

MIAMI-DADE POLICE DEPARTMENT

APX RADIO PROJECT

JUNE 30, 2022



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SECTION 1

SOLUTION OVERVIEW

Motorola Solutions, Inc. (Motorola or Motorola Solutions) shall provide the Miami-Dade Police Department (MDPD or County) with the identified hardware and services for Next Generation public safety radio communications for the fixed price and subject to the terms and conditions as set forth herein. Included in the hardware and services are next generation APX NEXT Portable Smart Radios and Mobile radios and Public Safety applications. The next generation radio platform provided to MDPD will enable enhanced capabilities such as Mapping of Radios, Multimedia Messaging and Computer Aided Dispatch (CAD) interaction all enabled via the APX NEXT Portable touch-screen Smart Radio Interface combined with LTE connectivity. The LTE connectivity will also provide Expanded Voice Communications outside of the current radio system coverage area as well as wireless programming of radios. Additionally, the Voice Control capability of the Radio will enable Voice Control of the radio as well as Database Queries via voice through a Virtual Partner.

1.1 VOICE AND DATA FEATURES

The APX NEXT Smart Services ecosystem shall provide the below features described in Table 1-1.

Table 1-1: APX NEXT Ecosystem.

Smart Services	
<p>ViQi Voice Control Enables a radio user to speak voice commands into the radio at the touch of a button to change channels, change volume, or switch to surveillance mode as examples.</p>	<p>SmartLocate Provides location updates every few seconds over Broadband LTE from radios.</p>
<p>SmartProgramming Enables programming and firmware updates to APX radios without physically connecting to them.</p>	<p>SmartConnect Provides P25 voice connectivity via LTE when outside of the radio coverage footprint.</p>
<p>SmartMessaging Enables multi-media messaging to radios viewable on the touch-screen display to see BOLO's and other critical information immediately.</p>	<p>ViQi Virtual Partner ViQi Virtual Partner enables a radio user to query a driver's license, a license plate or a VIN, by speaking a query into the radio to a virtual assistant (ViQi). ViQi returns results via voice back to the user enabling an efficient workflow in many scenarios.</p>
<p>CAD Interface Enables a radio user to interact with a Computer Aided Dispatch system for critical incident updates.</p>	<p>CommandCentral Aware Mapping & Messaging CommandCentral Aware is a cloud-based mapping and messaging client which provides radio locations, situational awareness and interactive multi-media messaging, to include alerts and messaging to and from the Real-Time Crime Center.</p>

SECTION 2

SOLUTION DESCRIPTION

2.1 APX NEXT RADIO EQUIPMENT

2.1.1 APX NEXT Smart Radio Equipment

Motorola shall provide the APX NEXT Portables, APX 8500 Mobiles, APX Consolettes, Sierra Wireless XR80 Routers and accessories listed in section 7.1.

2.1.2 APX NEXT Bluetooth Remote Speaker Mics

Similar to previous generation Remote Speaker Mics, there will be an option for a wireless Bluetooth version, which is currently under development. The APX NEXT Bluetooth Speaker Mic will be available in Q2 2023 at the latest, but could be commercially available sooner. MDPD will be included in regular meetings with the Motorola product manager (a minimum of every 60 days) for regular product updates and to provide input into the design of the product as it goes through the development process. MDPD shall have the option to obtain the wireless Bluetooth version of the Remote Speaker Mics once available as set forth herein.

2.2 SMART APPLICATION SERVICES

The following Smart Services shall be included for each APX NEXT Portable:

- CommandCentral Aware
- SmartLocate
- SmartMapping
- SmartProgramming
- SmartMessaging
- SmartConnect

The retention period for location data in CommandCentral Aware mapping is configurable via the CommandCentral Admin tool. CommandCentral Aware can be configured to store up to 12 weeks of location data or can be configured not to store any data at all. The retention time is configurable and can also be set to 9 weeks to match what MDPD Police currently uses on its AVL System. The CommandCentral Aware historic map can be exported into a KMZ file for use in GoogleEarth. There is no limit to the amount of data stored nor is there a charge for the retrieval of data. CommandCentral Aware is also compatible with Microsoft Active Directory and Active Directory File System (ADFS).

2.2.1 SmartConnect

A Motorola P25 ASTRO Core along with an ISSI 8000 Connection and SmartConnect Gateway shall be included to connect to P25 Systems via ISSI and enable roaming to LTE through SmartConnect.

2.2.2 ASTRO 25 Core

The ASTRO® Master Site being provided shall contain redundant server and transport hardware. Each core will contain two core servers, two Edge Routers, two Core LAN switches, and two Backhaul switches. The standard core configuration shall also contain a Gateway GPRS Support Node (GGSN) and Border Router to support data operations and CEN server to host optional software licensed features.

The ISSI 8000 Gateway resides on the core servers with the Master Site. It runs in a virtual container. The mandatory InterSystem Firewall shall provide network address translation, protects the zone core from unauthorized traffic on the ISSI link and optionally provides encryption on the connection to the foreign system.

2.2.3 Secondary SmartConnect Fallback

In addition to having SmartConnect to extend coverage with the MDPD Radio System, Motorola shall provide hosted backup channels in the SmartConnect cloud for MDPD. This will provide a fallback set of LTE SmartConnect channels that MDPD can revert if primary communications are lost.

2.2.4 CAD Interface

The APX NEXT CAD Interface is a vendor agnostic CAD interface for APX NEXT to bring in real-time message to the APX NEXT platform including but not limited to:

- Providing Incident Information such as incident number, location, hazards, nature of call, incident updates and associated multi-media.
- Bi-directional communications which allow the officer to provide updates to the dispatcher such as status updates and emergency notifications.
- Notification to the dispatcher when the Emergency Button is activated.
- Personnel level tracking to CAD, with configurable location updates (dynamic location updates).
- Unit Management: Allow APX NEXT users to assign themselves to a different unit, from the device. The new unit assignment information should propagate to the rest of the CAD system and to the map (CC Aware and SmartMapping).

The APX NEXT CAD Interface functionality detailed above shall be available per Section 2.2.11. Motorola shall provide either an API or an SDK to MDPD allowing MDPD to share with any CAD vendor for integration with APX NEXT portables. The API document or SDK shall be made available to the agency either via a pdf document or with the SDK placed in escrow. As Motorola develops the solution for the APX NEXT CAD Interface, MDPD will be included in discussions to help validate the solution.

MDPD requires the capability to interoperate between Motorola PremierOne CAD (utilized by MDPD) and its future CAD and CAD Data Exchange Hub (DEH). The CAD to CAD

Interface & DEH interface solutions shall allow integration between MDPD Police Department and the selected CAD for MDPD. The DEH interface shall allow additional agencies to interface these CAD solutions, regardless of vendor. This bidirectional exchange of information shall provide first responders with the ability to share information and data in a reliable and secure manner to save lives, preserve property, and ensure that proper communications systems and processes are available on demand to support organized emergency response. Motorola shall provide the interfaces, at a cost to the County of \$100,000 per interface.

2.2.5 CommandCentral Device Login Feature

Motorola Solutions shall provide, as set forth below in Section 2.2.6, the ability to remotely log in/out the APX NEXT devices into CommandCentral without the need for end-users to enter an email username and password and prevent the end-users from having the ability to log in/out from the radio.

2.2.6 Feature Availability

- SmartMessaging PDF Support – Available in 2023
- Multi-System OTAR – Available in 2023
- APX NEXT CAD Interface – Available in 2024
- ViQi Virtual Partner – Available once approved by FDLE
- CommandCentral Device Login Feature – Available in 2024
- Multiple Code Plug Feature – Available in 2024

SECTION 3

STATEMENT OF WORK

3.1 GENERAL RESPONSIBILITIES

The Miami-Dade Police Department (MDPD) and Motorola Solutions shall each assign a Project Manager to coordinate the timely execution of the activities and duties of their respective organizations.

Unless otherwise noted, Motorola Solutions and its contractors shall work during normal working hours (Monday to Friday, 8 am to 5 pm, excluding holidays).

3.2 P25 MASTER SITE WITH ISSI, SMARTCONNECT AND LOCATION SUBSYSTEMS

3.2.1 Locations

- LightSpeed Dispatch Center
- Backup Dispatch Center (5680 SW 87 Ave)
- TCC (6010 SW 87 Ave)

3.2.2 Motorola Solutions Responsibilities

Motorola Solutions shall furnish, install, configure and test the following equipment at LightSpeed (detailed in Section 6 and Section 8):

- Motorola Solutions P25 Core with ISSI and SmartConnect functionality.
- Network switches and firewalls.
- AirLink Connection Manager Server.
- CommandCentral Aware Cloud connect server (with cold standby).
- Provision the new APX NEXT portable and APX mobile, and APX Consolette radios into the Motorola Solutions P25 Core.
- Provision the APX NEXT portable and APX mobile units into the CommandCentral Aware mapping system.
- Install one (1) ASTRO Connectivity Service (ACS) circuit at LightSpeed, including outdoor LTE antenna.
- Install one (1) ASTRO Connectivity Service (ACS) circuit at TCC, including outdoor LTE antenna.

3.2.3 Miami-Dade County Responsibilities

- Internet connection in the equipment room of the installed Motorola Solutions equipment.
- Necessary labor, software, features, core equipment and networking equipment are installed, tested and working on the existing Miami-Dade County 800MHz P25 system core to support ISSI operation.
- Provide personnel to assist in end-to-end configuration and testing of the existing Miami-Dade County 800MHz P25 system core to Motorola core ISSI connection.
- Provide personnel to assist in the provisioning of the new radio units into the existing Miami-Dade County 800MHz P25 system.
- Backup power. Provide access and escorts to Motorola Solutions as required for the installation locations.
- At LightSpeed:
 - Sufficient rack space is available in the equipment room.
 - Unused AC outlets in the floor beneath the racks are working and available for use by the Motorola Solutions equipment.
 - Sufficient space and AC power are available to install Customer Premise Equipment associated with the ACS circuit.
 - Existing dispatch workstations have access to the Internet and browsers compatible with the CommandCentral Aware mapping web interface.
- At 5680 SW 87 Ave:
 - Existing dispatch workstations have access to the Internet and browsers compatible with the CommandCentral Aware mapping web interface.
- At TCC:
 - Sufficient space and AC power are available to install Customer Premise Equipment (CPE) associated with the ACS circuit.

3.3 BACKUP CONTROL STATIONS (LIGHTSPEED DISPATCH)

3.3.1 Motorola Solutions Responsibilities

Motorola Solutions shall furnish, install and configure the following equipment at LightSpeed (detailed in Section 6):

- Twenty-Six (26) APX Console Stations.
- Twenty-Six (26) MCD5000 Desksets.
- Three (3) LAN Switches.
- Three (3) Backup LTE Modems.
- Three (3) Backup LTE Antenna Systems mounted on the roof.

3.3.2 MDPD Responsibilities

- Move Police Department dispatch operations to the backup location for approximately 3 days in order to ensure Motorola Solutions installation work does not interfere with the work of the telecommunicators.

- Internet connection in the equipment room within 75-feet of the installed Motorola Solutions equipment.
- Backup power.
- Provide access and escorts to Motorola Solutions as required for the installation locations.
- MDPD shall provide Alternate Control Set (AC Set) connection to logging system.
- MDPD shall provide 120 VAC outlet at each operator position.
- MDPD shall provide unused AC outlets in the floor beneath the racks are working and available.
- MDPD shall provide access to existing 700/800 MHz control station antenna system.
- MDPD shall provide access to Row 1, racks 6, 7, 8 and 9 to be used for the backup control station equipment.

3.4 BACKUP CONTROL STATIONS (AT BACKUP DISPATCH, 5680 SW 87 AVE)

3.4.1 Motorola Solutions Responsibilities

Motorola Solutions shall furnish, install and configure the following equipment at 5860 SW 87 Ave (detailed in Section 6)

- Seventeen (17) APX Console Stations.
- Seventeen (17) MCD5000 Desksets.
- Two (2) LAN Switches.
- Two (2) Backup LTE Modems.
- Two (2) Backup LTE Antenna Systems mounted inside.
- Install the necessary AC circuits from the existing breaker panel(s) to the cabinet locations.
- Install AC distribution equipment within the existing cabinets.

3.4.2 MDPD Responsibilities

- Backup power.
- Provide access and escorts to Motorola Solutions as required for the installation locations.
- MDPD shall provide Alternate Control Set (AC Set) connection to logging system.
- MDPD shall provide 120 VAC outlet at each operator position.
- MDPD shall provide sufficient capacity to accommodate the necessary Motorola Solutions installed AC circuits.
- MDPD shall provide access to existing 700/800 MHz control station antenna system.
- MDPD shall provide access to the existing three racks to remove the existing backup radios and to install the Motorola backup APX Console Stations.

3.5 MOBILE AND PORTABLE RADIO PROGRAMMING AND INSTALLATION

3.5.1 Motorola Solutions Responsibilities

Motorola Solutions shall furnish the following equipment (detailed in Section 6) and services as set forth herein:

- 4690 APX NEXT Single-band portable radios.
- 250 APX NEXT Multi-band radios.
- 2670 APX Single-band mobile radios.
- 30 APX Multi-band mobile radios.
- 50 APX Single-band mobile radios for motorcycles.

(The above quantities include spares.)

Configuration and Programming

- Work with MDPD to create up to a total of 50 templates to be used across the various radio models.
- Create up to a total of 50 code plugs for the various radio models.
- Create a test set of up to a total of 25 radios to verify template and codeplugs.
- Make necessary revisions to the templates and codeplugs after testing to arrive at final configurations.
- Program the balance of the radios once using the final template and codeplugs.
- Load each radio once with a Unique Key Encryption Key (UKEK).
- Test each radio after programming.

Initial Installation of Mobile Radios (up to 2462 vehicles)

- Work with MDPD personnel to schedule and coordinate the mobile installation effort.
- Coordinate with MDPD at a designated location within MDPD to map out and perform sample installations on up to 5 vehicles prior to the overall installation effort.
- These sample installations will be used to build the template (to be agreed upon with Miami-Dade) for all other vehicles and to train the installation crews on a consistent approach.
- Provide trucks and labor to transport mobile radios from a central receiving location to the temporary installation bays.
- Remove existing mobile radios and install mobile radios at these temporary installation bays.
- Test mobile radio installations.
- Place the removed mobile radios at a spot within the temporary installation bay facility.
- Provide weekly progress and test reports to MDPD.
- Note: This does not include any installations of Motorcycles, Boats, Aircraft or other non-standard MDPD vehicles.
- Installations will be warranted for 1 Year from the time of initial installation
- Any issues arising as a result of a defect in workmanship will be covered for a period of one year.
- Motorola, at its discretion, will either provide repair services on-site in Miami-Dade or reimburse MDPD for repair services for up to 2 hours of labor at \$220 total (\$110 hourly rate) for installation or equipment defects. In cases where an individual vehicle needs to be returned to service immediately, MDPD has the option to obtain immediate repair services

- from any service provider and Motorola shall reimburse MDPD for repair services for up to 2 hours of labor at \$220 total (\$110 hourly rate).
- Exclusions to this would be issues relating to the equipment defects which will be remedied under the warranty being provided on radio and LTE products as outlined in Section 5 SERVICE / WARRANTY (5.3.2 APX Mobile Radio and 5.3.4 Sierra Wireless LTE Modems).

3.5.2 MDPD Responsibilities

- Provide a MDPD project manager (single point of contact) to coordinate the MDPD activities throughout the installation effort.
- Work with Motorola Solutions to design and test the necessary programming templates for all radios.
- Provide a central facility to receive and program all mobile and portable radios, including sufficient space, security and AC power.
- Provide one temporary installation bay consisting of a tent and other equipment including sufficient air conditioning or outdoor coolers to support the installation of mobile radios into vehicles. This installation bay will be erected and removed at up to 10 locations within MDPD County to support mobile radio installations at the various MDPD district stations.
- Provide suitable physical space for installation of the temporary installation bays at the various locations around the county.
- Provide security for the temporary installation bays outside of working hours.
- Provide sufficient AC power hookups and/or generators to the temporary installation bays.
- Make available at the temporary installation bay at least 12 vehicles per day, 6 days per week (Monday to Saturday) for the installation work (6 vehicles for the day shift (6 am to 2 pm) and 6 vehicles for the evening shift (2 pm to 10 pm)). This will be a continuous effort at each location. There will be down time for installation bay relocation when moving between locations.
- Provide the necessary access and escorts to the installation locations.
- Provide for transportation and storage of MDPD radio equipment to the installation sites.
- Removal and disposal of mobile radios removed from vehicles and left at each of the district stations.
- Miami-Dade ITD, as approved by MDPD, will provide quality assurance for the vehicular installation of each mobile radio for MDPD.
- MDPD shall approve use of the hole in the vehicle for the existing LMR antenna to be reused for the new LMR antenna.
- MDPD shall approve a new hole for the LTE modem antenna to be drilled into the roof of the vehicles.
- MDPD agrees that connections to sirens and lights are separate and outside the scope of this project.

SECTION 4

ACCEPTANCE TEST PLAN

4.1 SMARTMAPPING

4.1.1 Display Location on APX NEXT

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on APXNext.

SETUP

Radio 1 and Radio 2 will have SmartMapping enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartMapping layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Zoom out on Radio 1 SmartMapping map and see other radio's location (e.g. Radio 2) displayed.

Pass____ Fail____

4.1.2 Display Location of Radio in Emergency

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on APXNext.

SETUP

Radio 1 and Radio 2 will have SmartMapping enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartMapping layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Initiate an emergency alarm from Radio 2 and observe the icon on the Radio 1's display map indicating an emergency.
- Step 3. Clear the emergency and observe the icon revert.

Pass____ Fail____

4.2 SMARTLOCATE

4.2.1 Display Location of APX NEXT

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on Command Central Aware.

SETUP

Radio 1 and Radio 2 will have SmartLocate enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartLocation layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Login to CCAware via Chrome browser
- Step 3. Zoom out on CommandCentral Aware map and see radio locations (e.g. Radio 1) displayed.
- Step 4. Move radio users in the field and observe accurate movement of the radio location icons
- Step 5. Turn off radios and observe the icons disappear from the map

Pass____ Fail____

4.2.2 Display Location of Radio in Emergency

1. DESCRIPTION

Radio location of other remote APXNext devices will be displayed on Command Central Aware.

SETUP

Radio 1 and Radio 2 will have SmartLocate enabled.

Configure APXNext devices to enable location in its programming. Configure users in CommandCentral Aware to display SmartLocation layers.

VERSION #1.000

2. TEST

- Step 1. Power on all radios and allow radios to achieve location (GPS) lock. Open map widget on radio and confirm user's radio location is accurate.
- Step 2. Login to CCAware via Chrome browser
- Step 3. Zoom out on CommandCentral Aware map and see radio locations (e.g. Radio 1) displayed.
- Step 3. Initiate and emergency alarm from Radio 2 and observe the icon change, indicating an emergency.
- Step 4. Clear the emergency and observe the icon revert.

Pass____ Fail____

4.3 SMARTMESSAGING

4.3.1 Send Multimedia File to a Radio

1. DESCRIPTION

Messages can be sent/received by APXNext Devices.

SETUP

Radios will have SmartMessaging enabled.

SmartMessaging client will be configured.

VERSION #1.000

2. TEST

- Step 1. Login to Dispatch Messaging Client
- Step 2. Power on target radios
- Step 3. Send a Multimedia file (JPG) from the Dispatch Messaging Client software to Radio 1. Confirm the file is received at Radio 1.
- Step 4. Radio 1 will respond back with a freeform text acknowledgement. Confirm the response is received at the Dispatch Messaging Client.

Pass____ Fail____

4.3.2 Send Multimedia File to a Group of Radios

1. DESCRIPTION

Messages can be sent/received by APXNext Devices.

SETUP

Radios (Radio 1, Radio 2, Radio 3) will have SmartMessaging enabled.

SmartMessaging client will be configured.

VERSION #1.000

2. TEST

- Step 1. Login to Dispatch Messaging Client
- Step 2. Power on target radios
- Step 3. Send a Multimedia file (JPG) from the Dispatch Messaging Client software to a group of Radios (Radio 1, Radio 2, Radio 3)
- Step 4. Confirm the file is received at all radios.

Pass____ Fail____

4.4 SMARTPROGRAMMING

4.4.1 Program a single APX NEXT radio

1. DESCRIPTION

Radios can be programmed and managed wirelessly from a central environment.

SETUP

Radio 1 will have SmartProgramming enabled and be provisioned in the same RadioCentral agency as the RadioCentral programmer.

VERSION #1.000

2. TEST

- Step 1. Login to Radio Central application
- Step 2. Power on target radios
- Step 3. Change the alias of Radio 1 in the RadioCentral Application. This will create a configuration delta.
- Step 4. Initiate a programming (write) of Radio 1.
- Step 5. Confirm receipt of the programming job at the radio.
- Step 6. Accept and install the programming job from the radio.
- Step 7. Following the update, observe the radio programming has successfully been modified.

Pass____ Fail____

4.4.2 Program multiple APX NEXT Radios

1. DESCRIPTION

Multiple radios can be programmed and managed wirelessly from a central environment.

SETUP

Radio 1 and Radio 2 will have SmartProgramming enabled and be provisioned in the same RadioCentral agency as the RadioCentral programmer. Radio 1 and 2 will share a common configuration (template).

VERSION #1.000

2. TEST

- Step 1. Login to Radio Central application
- Step 2. Power on target radios
- Step 3. Change a configuration parameter of Radio 1 and Radio 2 in the RadioCentral Application. This will create a configuration delta for all radios utilizing that configuration.
- Step 4. Initiate a programming (write) for Radio 1 and Radio 2.
- Step 5. Confirm receipt of the programming job at the radios.
- Step 6. Accept and install the programming job from the radios.
- Step 7. Following the update, observe the radios programming has successfully been modified.

Pass ____ Fail ____

4.5 SMARTCONNECT

4.5.1 SmartConnect - Subscriber Mobility - Manual Switchover to Broadband

1. DESCRIPTION

Upon losing LMR RF coverage and no other LMR sites are available, a user may choose to manually switch to a SmartConnect site by selecting a personality configured as "Broadband Only".

The broadband access type used is dependent on the capabilities/configuration of the radio.

The following test demonstrates manual switchover between LMR and SmartConnect.

SETUP

RADIO-1 – TALKGROUP 1, "LMR Only"
(personality 1)

RADIO-1 – TALKGROUP 1, "Broadband Only"
(personality 2)

RADIO-2 - TALKGROUP 1, "LMR Only"
CONSOLE-1 - TALKGROUP 1

VERSION #1.010

2. TEST

- Step 1. With RADIO-1 and RADIO-2 on LMR Site 1, initiate a Wide Area Call from RADIO-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-2 and CONSOLE-1 will be able to receive and respond to the call. Dekey RADIO-1.
- Step 3. Change RADIO-1 to a "Broadband Only" personality for TALKGROUP 1.
- Step 4. Observe that RADIO-1 moves to the broadband SITE 2 and displays the SmartConnect banner. The radio may briefly display "Out of Range" during this transition.
- Step 5. Initiate a Wide Area Call from RADIO-1 on TALKGROUP 1.
- Step 6. Observe that RADIO-2 and CONSOLE-1 are able to receive and respond to the call.
- Step 7. Dekey RADIO-1 and select the "LMR Only" personality.
- Step 8. Observe that RADIO-1 moves back to LMR SITE 1 and no longer displays the SmartConnect banner.
- Step 9. Observe that RADIO-2 and CONSOLE-1 are still able to receive and respond to calls from RADIO-1.

Pass____ Fail____

4.5.2 SmartConnect - Wide Area Trunking - Talkgroup Call

1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup.

This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

SETUP

RADIO-1 – TALKGROUP 1
RADIO-1 – LMR SITE 1

RADIO-2 –TALKGROUP 1
RADIO-2 – BROADBAND SITE 2

RADIO-3 - TALKGROUP 2
RADIO-3 - LMR SITE 1

RADIO-4 - TALKGROUP 2
RADIO-4 - BROADBAND SITE 2

VERSION #1.010

2. TEST

- Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.
- Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass ____ Fail ____

4.5.3 SmartConnect - Wide Area Trunking - Secure Operation

1. DESCRIPTION

Digital encryption is used to scramble a transmission so only properly equipped and configured radios can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios with the same "Key" can decrypt the audio and listen to it.

SETUP

RADIO-1 - TALKGROUP 1 (SECURE TXMODE)

RADIO-2 - TALKGROUP 1 (SECURE TXMODE)

RADIO-3 - TALKGROUP 1 (SECURE MODE and no, or incorrect key)

RADIO-4 - TALKGROUP 1 (Clear TX Mode)

Notes:

- The identical secure mode must be programmed into RADIO-1, RADIO-2, RADIO-4 and that RADIO-3 has no secure code loaded or has a unique secure code from the other testing radios.
- Execute this test with all radios on the broadband site.

VERSION #1.010

2. TEST

- Step 1. Initiate a secure wide area call with RADIO-1 on TALKGROUP 1. Keep this call in progress until instructed to end the call.
- Step 2. Observe that RADIO-2 will be able to monitor the call.
- Step 3. Observe that RADIO-3 does not receive the call.
- Step 4. Observe that RADIO-4 will also receive the call even with the secure switch set to the non-secure mode of operation.
- Step 5. End the call from RADIO-1.
- Step 6. Respond with RADIO-2 and verify that RADIO-1 and RADIO-4 receive the response audio but RADIO-3 cannot.

Pass_____ Fail_____

4.6 MCC 7100/7500 TRUNKED RESOURCES

4.6.1 Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected),
TALKGROUP 2 (Unselect mode)

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.
- Step 2. Verify that the Transmit indicator is lit.
- Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.
- Step 4. On RADIO-1 change to TALKGROUP 2.
- Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.
- Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass ____ Fail ____

MCC 7100/7500 Trunked Resources

4.6.2 Talkgroup Selection and Call

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 2

VERSION #1.010

2. TEST

- Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.
- Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.
- Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass____ Fail____

MCC 7100/7500 Trunked Resources

4.6.3 Talkgroup Selection and Call - Secure

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup. Digital encryption is used so only properly equipped and configured subscribers can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios and Consoles with the same "Key" can decrypt the audio and listen to it.

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1 (Secure TX Mode)
RADIO-2 - TALKGROUP 2 (Secure TX Mode)
RADIO-3 - TALKGROUP 2 (No Keys)
RADIO-4 - TALKGROUP 1 (Clear TX Mode with Keys loaded)
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2 (Secure TX Mode)

VERSION #1.040

2. TEST

- Step 1. Initiate a wide area secure call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Verify RADIO-1 can monitor and respond to the secure call.
- Step 3. Verify RADIO-4 can monitor and respond to the secure call because even though it is in clear mode the correct encryption keys are loaded for the secure call.
- Step 4. Initiate a wide area secure call from CONSOLE-1 on TALKGROUP 2.
- Step 5. Verify that RADIO-2 can monitor and respond to the secure call. Note that RADIO-3 cannot monitor the call.

Pass____ Fail____

MCC 7100/7500 Trunked Resources

4.6.4 PTT Unit ID/Alias Display

1. DESCRIPTION

Console operator positions contain various resources such as talkgroup, multigroup, Private Call which enables the dispatcher to communicate with the subscriber units. If activity occurs on one of these operator position resources, the unit ID or associated alias of the initiating radio appears at the console resource.

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.010

2. TEST

- Step 1. Select the resource for TALKGROUP 1 on CONSOLE-1.
- Step 2. Initiate a call on TALKGROUP 1 from RADIO-2 and observe that the alias is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.
- Step 3. Initiate a call from RADIO-1 and observe that the alias of RADIO-1 is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.
- Step 4. Modify RADIO-2's alias. Make sure to give enough time for the alias change to propagate to the Zone Controller.
- Step 5. Initiate a call from RADIO-2 and observe the new alias of RADIO-2 is seen at CONSOLE-1 in the list in the resource window as well as in the Activity Log window.
- Step 6. Return RADIO-2's alias to its original state.

Pass____ Fail____

MCC 7100/7500 Trunked Resources

4.6.5 Multi-Select Operation

1. DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1, TALKGROUP 2

VERSION #1.010

2. TEST

- Step 1. From CONSOLE-1, create an Msel group with TALKGROUP 1 and TALKGROUP 2.
- Step 2. Transmit on the Msel using the Msel instant transmit button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear the call.
- Step 4. Initiate a call with RADIO-1.
- Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.
- Step 6. Initiate a call with RADIO-2.
- Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.
- Step 8. On CONSOLE-1 dissolve the Msel.

Pass ____ Fail ____

MCC 7100/7500 Trunked Resources

4.6.6 Talkgroup Patch

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups.

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

Note: All 4 Radios must have the same home zone.

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.
- Step 2. Initiate a patch call from CONSOLE-1.
- Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.
- Step 4. Initiate several calls between the radios and verify successful communication.
- Step 5. Dissolve the patch created in step 1.

Pass _____ Fail _____

MCC 7100/7500 Trunked Resources

4.6.7 Call Alert

1. DESCRIPTION

Call Alert Page allows a subscriber/dispatcher to selectively alert another radio unit. The initiating subscriber/console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating subscriber/console unit.

SETUP

For this test all radios will be APXNext, utilizing the SmartConnect site from the ASTRO system connected to the Console(s)

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.030

2. TEST

- Step 1. Using CONSOLE-1, select the call alert button in the "Private Call" resource window.
- Step 2. Enter the ID of RADIO-1 and send the call alert to RADIO-1.
- Step 3. Verify that RADIO-1 receives the alert and that the ID or alias of the console is shown.
- Step 4. Turn off RADIO-1.
- Step 5. Using CONSOLE-1, send the call alert to RADIO-1 again.
- Step 6. Verify that after trying to page RADIO-1, the console displays "Can not send call alert - target not found" in the summary/status list.

Pass ____ Fail ____

4.7 MCC 7100/7500 CONVENTIONAL RESOURCES

4.7.1 Conventional Call - Analog (Using a Test Set)

1. DESCRIPTION

A conventional station can be integrated into a trunking system by placing a conventional resource on the consoles. This allows the user to dispatch and patch the conventional station with the desired talkgroups.

This test will demonstrate the audio output at the Conventional Channel GateWay (CCGW) using a test set in those cases where the attached device is not available.

SETUP

CONSOLE-1 - CONVENTIONAL CHANNEL 1 and
CONVENTIONAL CHANNEL 2

Connect a transmission test set to the port that corresponds to CONVENTIONAL CHANNEL 1 in the Console Position.

Note: Each RJ45 receptacle on the Analog Module of the Conventional Channel GateWay (CCGW) represents a possible resource, pins 1 and 2 are for RX audio, and pins 4 and 5 are for TX audio.

VERSION #1.030

2. TEST

- Step 1. Connect a transmission test set to the output of the port corresponding to CONVENTIONAL CHANNEL 1 on CONSOLE-1.
- Step 2. Using CONSOLE-1, initiate a call on CONVENTIONAL CHANNEL 1 and verify Transmit audio is heard through the transmission test set.
- Step 3. Using the test set, inject a test tone into the input of CONVENTIONAL CHANNEL 1.
- Step 4. Verify the CONVENTIONAL CHANNEL 1 resource receives the tone in the appropriate speaker.
- Step 5. Connect a transmission test set to the output of the port corresponding to CONVENTIONAL CHANNEL 2 on CONSOLE-1.
- Step 6. Using CONSOLE-1, initiate a call on CONVENTIONAL CHANNEL 2 and verify Transmit audio is heard through the transmission test set.
- Step 7. Using the test set, inject a test tone into the input of CONVENTIONAL CHANNEL 2.
- Step 8. Verify the CONVENTIONAL CHANNEL 2 resource receives the tone in the appropriate speaker.

Pass ____ Fail ____

4.8 ISSI 8000

4.8.1 Manual Roaming - Talkgroup Call

1. DESCRIPTION

This test demonstrates that after a console in the local system patches a home talkgroup with a foreign talkgroup, when the console initiates a patch call on the patched talkgroups, the call can be heard by a home radio in the local system that is affiliated to the home talkgroup, and can be heard by a home radio that has roamed to the foreign system and is affiliated to the foreign talkgroup.

This test will also demonstrate that a group call initiated from a home radio in the local system that is affiliated to a home talkgroup can be heard by a home radio that has roamed to a foreign system and is affiliated to a talkgroup home to the foreign system.

Additionally, this test demonstrates that a group call initiated from a home radio that has roamed to a foreign system and is affiliated to a talkgroup home to the foreign system can be heard by a home radio affiliated to a home talkgroup in the local system.

SETUP

SYSTEM 1 (home of TALKGROUP 1)
RADIO-1 (home to SYSTEM 1, located in SYSTEM 1) - TALKGROUP 1
CONSOLE-1 (located in SYSTEM 1) - TALKGROUP 1, TALKGROUP 2

SYSTEM 2 (home of TALKGROUP 2)
RADIO-2 - TALKGROUP 2
RADIO-2 switches to SYSTEM 2's personality when it roams to SYSTEM 2 and is affiliated to TALKGROUP 2.

VERSION #1.030

2. TEST

- Step 1. Using CONSOLE-1, create a patch between TALKGROUP 1 and TALKGROUP 2.
- Step 2. Initiate a patch call from CONSOLE-1 for the patch that contains TALKGROUP 1 and TALKGROUP 2.
- Step 3. Observe that RADIO-1 and RADIO-2 are able to monitor and respond to the call.
- Step 4. Initiate a group call from RADIO-1 on TALKGROUP 1.
- Step 5. Observe that RADIO-2 and CONSOLE-1 are able to monitor and respond to the call.
- Step 6. Initiate a group call from RADIO-2 on TALKGROUP 2.
- Step 7. Observe that RADIO-1 and CONSOLE-1 are able to monitor and respond to the call.
- Step 8. Dissolve the patch on CONSOLE-1.

Pass_____ Fail_____

ISSI 8000

4.8.2 Manual Roaming - Secure Talkgroup Call

1. DESCRIPTION

This test will demonstrate that after a console in the local system patches a home talkgroup with a foreign talkgroup, when the console initiates a secure patch call on the patched talkgroups, the call can be heard by a home radio in the local system that is affiliated to the home talkgroup, and can be heard by a home radio that has roamed to the foreign system and is affiliated to the foreign talkgroup.

This test will also demonstrate that a secure group call initiated from a home radio in the local system that is affiliated to a home talkgroup can be heard by a home radio that has roamed to a foreign system and is affiliated to a talkgroup home to the foreign system.

Additionally, this test demonstrates that a secure group call initiated from a home radio that has roamed to a foreign system and is affiliated to a talkgroup home to the foreign system can be heard by a home radio affiliated to a home talkgroup in the local system.

SETUP

SYSTEM 1 (home of TALKGROUP 1)
RADIO-1 (home to SYSTEM 1, located in SYSTEM 1) - TALKGROUP 1
RADIO-3 - TALKGROUP 1 (no key)
CONSOLE-1 (located in SYSTEM 1) - TALKGROUP 1, TALKGROUP 2

SYSTEM 2 (home of TALKGROUP 2)
RADIO-2 - TALKGROUP 2
RADIO-2 switches to SYSTEM 2's personality when it roams to SYSTEM 2 and is affiliated to TALKGROUP 2.

Ensure the proper key has been loaded in the radios and console.

VERSION #1.050

2. TEST

- Step 1. Using CONSOLE-1, create a secure patch between TALKGROUP 1 and TALKGROUP 2.
- Step 2. Initiate a secure patch call from CONSOLE-1 for the patch that contains TALKGROUP 1 and TALKGROUP 2.
- Step 3. Observe that RADIO-1 and RADIO-2 are able to monitor and respond to the call. Note that RADIO-3 is not able to monitor the call.
- Step 4. Initiate a secure group call from RADIO-1 on TALKGROUP 1.
- Step 5. Observe that RADIO-2 and CONSOLE-1 are able to monitor and respond to the call. Note that RADIO-3 is not able to monitor the call.
- Step 6. Initiate a secure group call from RADIO-2 on TALKGROUP 2.
- Step 7. Observe that RADIO-1 and CONSOLE-1 are able to monitor and respond to the call. Note that RADIO-3 is not able to monitor the call.
- Step 8. Dissolve the patch on CONSOLE-1.

Pass____ Fail____

ISSI 8000

4.8.3 Manual Roaming with Talkgroup Mapping - Talkgroup Call

1. DESCRIPTION

Talkgroup mapping provides the ability for radios that don't use automatic roaming to access a foreign talkgroup without using a console patch. In one of the systems, a configured foreign talkgroup is mapped to a home talkgroup ID. Then radios in the local system can affiliate to that mapped home talkgroup ID to access the foreign talkgroup.

This test demonstrates that when a foreign talkgroup is mapped to a home talkgroup ID, a radio in the local system that is affiliated to the mapped home talkgroup ID can initiate and hear calls on the foreign talkgroup.

Note that the mapped home talkgroup behaves as a foreign talkgroup – for example, if the inter-system link is down to the home system, the mapped home talkgroup will not function..

Note: If patching different access types (TDMA / FDMA) between systems, then either Console Patch or Transcoding is required.

SETUP

SYSTEM 1 (home of TALKGROUP 1)
RADIO-1 (home to SYSTEM 1, located in SYSTEM 1) - TALKGROUP 1

SYSTEM 2 (home of TALKGROUP 2)
SYSTEM2 PM has System1 Talkgroup 1 Foreign Group mapped to Talkgroup 2. RADIO-2 - TALKGROUP 2
RADIO-3 – TALKGROUP 1
CONSOLE-2 (located in SYSTEM2) - affiliated to TALKGROUP 1.

VERSION #1.020

2. TEST

- Step 1. Initiate a group call from RADIO-2 on TALKGROUP-2.
- Step 2. Observe that RADIO-3, CONSOLE-2, and RADIO-1 are able to monitor and respond to the call on TALKGROUP-1.
- Step 3. Initiate a group call from RADIO-1 on TALKGROUP 1.
- Step 4. Observe that RADIO-2 is able to monitor and respond to the call on TALKGROUP 2, while RADIO-3 and CONSOLE-2 hear the call on TALKGROUP 1.

4.9 P25 FUNCTIONAL TESTING (PASS / FAIL)

4.9.1 General Usage

1. Power on the Radio
2. Autolog In (registers P25 ID and P25 Group)
3. Turn radio off and on multiple times
4. Change Systems
5. Change Groups
6. Display System and Talkgroup name on radio
7. Transmit on Groups in Different Systems
8. Receive on Groups in Different Systems
9. Display P25 ID of users when receiving calls
10. Change volume up/down
11. Use the Buttons programmed on the Radio
12. Try to transmit while someone else is transmitting on P25 trunked (receive tone)
13. Transmit until time-out (receive tone)

4.9.2 Specific Calls:

1. Transmit (800 MHz) P25 Trunked
2. Receive (800 MHz) P25 Trunked
3. Transmit (700 MHz) P25 Trunked
4. Receive (700 MHz) P25 Trunked
5. Transmit (800 MHz) P25 Conventional
6. Receive (800 MHz) P25 Conventional
7. Transmit (700 MHz) P25 Conventional
8. Receive (700 MHz) P25 Conventional

4.9.3 Emergency:

1. Emergency declare
2. Emergency automatic open mic option 5 seconds
3. Emergency Clear
4. Receive multiple emergency signals on the same group
5. Transmit emergency signal on the same group with an Emergency active (queue state)
6. Transmit while talkgroup is in emergency state (receive tone)
7. After Transmit, move to another talkgroup (emergency should not follow)
8. Encryption:
9. Transmit and Receive (800 MHz) P25 Trunked AES OTAR Encryption
10. Transmit and Receive (700 MHz) P25 Trunked AES OTAR Encryption
11. Over-the-air-encryption (OTAR) AES receiving the warm start of the key
12. Reverse Warm Start

4.9.4 Patches:

1. Encrypted/Digital
2. Encrypted/Encrypted
3. Digital/Digital

4.9.5 Simulselects:

1. Encrypted/Digital
2. Encrypted/Encrypted
3. Digital/Digital

4.9.6 Audible Tones:

1. Turn-on Radio Tone
2. Grant Tone
3. Denied Tone
4. Queue Tone
5. Busy Tone
6. Emergency Tone TX
7. Emergency Tone RX
8. Battery life Tone
9. Lost System Tone (CC SCAN)
10. Time-out Timer

4.9.7 Radio Adjustments:

1. Adjustable Backlight Levels (On/Off/Adjustable)
2. Failsoft Display
3. Battery Indicator
4. Option to RX and not TX
5. Personality Security (Blocks access to read or program the radio without Key)
6. Ramp Lock (up/down arrow does not wrap around system or group whichever is set)
7. Power-Up Keypad Lock (on & off)
8. Power-Up Keypad State turn on to a specific (System & Group)
9. Power-Up Keypad State turn on to the last used System & Group
10. Receive the Disable Command from the Radio Infrastructure (Stolen)
11. Receive the Change Coverage Class Command from the Radio Infrastructure (Lost)
12. FCC Menu with RF levels
13. If system is not available does radio Roam to another P25 System (Enhance CC)
14. Priority Option (talking on a talkgroup not on the list to dispatch)

4.9.8 Scan Option:

1. Block Scan Feature
2. Add Scan Feature to a Group
3. Remove Scan Feature to a Group
4. Create Scan List
5. Turn Scan Feature On/Off

4.9.9 Stealth Mode Options:

1. Remove backlight
2. Remove all lights
3. Remove all tones

4.10 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____ Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

SECTION 5

SERVICE/WARRANTY

5.1 INTRODUCTION

The products and accessories provided under this Appendix A-2 are provided with a one-year warranty as set forth herein and subject to the terms and conditions of the Motorola Solutions standard warranty and the warranties of the third-party vendors whose components are used in this system.

5.2 INFRASTRUCTURE WARRANTY SERVICES

The infrastructure components consist of:

- Motorola Solutions P25 Core.
- CommandCentral Aware Cloud Connect Servers.
- AirLink Connection Manager Servers.
- Associated Motorola Solutions furnish networking equipment (switches, routers, and firewalls).

The infrastructure system components are covered under warranty for one year from date of acceptance. Motorola Solutions' System Support Center (SSC) shall monitor these components around the clock during the warranty period.

Should the system indicate an abnormal operating state, either through an automatic alarm or manual observation, the SSC will first attempt to remedy the situation via remote access. If necessary, the SSC will dispatch a Motorola Services local Field Service Organization (FSO) to respond for local support. MDPD can also call our SSC via telephone for infrastructure support.

Motorola Solutions will provide this service on an around the clock basis during the warranty period. Monitoring and response for cybersecurity incidents is also included in this service.

5.3 SUBSCRIBER UNIT WARRANTY SERVICES

5.3.1 APX NEXT Portable Radios

The APX NEXT Portable radios provided herein include Motorola Solutions's APX NEXT Device Managed Service with Accidental Damage Plan. This plan includes:

- Standard Hardware Repair RadioCentral cloud-based tool with batch programming capabilities.
- MyView portal with device service dashboards.
- Device Software Maintenance.
- Technical Support.
- Comprehensive Hardware Repair of Accidentally Damaged radios.

The plan is effective from date of initial field programming or six months after shipment date from our factory (whichever comes first) and can be renewed by MDPD on an annual basis as set forth in the price schedule. Field labor will be covered by the subscriber technicians (if purchased). The APX NEXT Device Managed Service with Accidental Damage Plan includes coverage for internal and external components damaged due to a manufacturer’s defect as well as coverage for any physical damage that occurs. For damage to a device that is not repairable, a new replacement device will be provided once per year. Motorola shall provide flexibility to the agency in order to create a universal start of warranty date for all portable radios. For more details on Service SOW, refer to Appendix F.

5.3.2 APX Mobile Radio

In addition to Motorola Solutions’ standard warranty, the APX mobile radios shall include a 5-year essential service program, which covers hardware repairs at Motorola’s depot. This plan is effective from date of shipment from Motorola’s factory. Field labor will be covered by the subscriber technicians. Motorola shall provide flexibility to the agency in order to create a universal start of warranty date for all mobile radios.

5.3.3 APX Backup Console Radio

In addition to Motorola’s standard warranty, the APX backup console radio shall include a 5-year essential service program, which covers hardware repairs at the Motorola depot. Included is around the clock field response for the one-year warranty period. Field labor will be covered by the subscriber technicians. Motorola shall provide flexibility to the agency in order to create a universal start of warranty date for all portable radios.

5.3.4 Sierra Wireless LTE Modems

The Sierra Wireless LTE Modems include a five-year maintenance and support agreement, effective from the date of shipment. This service provides for repairs at the Sierra Wireless depot. Field labor will be covered by the subscriber technicians.

5.3.5 Services for Fixed Equipment

The following Table 5-1 summarizes the post warranty services for the fixed equipment.

Table 5-1: Post Warranty Services for Fixed Equipment

	LightSpeed P25 Core Equipment	LightSpeed Dispatch	5680 Backup Dispatch	7 x 24 x 365 Service
Remote Technical Support	•	•	•	•
Dispatch Services	•	•	•	•
OnSite Infrastructure Response	•	•	•	•
Annual Preventive Maintenance Check	•	•	•	
Network Event Monitoring	•			•
Network Hardware Repair with Advanced Replacement	•			
Board Repair and Replacement		•	•	

	LightSpeed P25 Core Equipment	LightSpeed Dispatch	5680 Backup Dispatch	7 x 24 x 365 Service
Network Updates	•			•
Security Update Service (includes remote delivery of software packages and local on-site support to ensure updates have been properly applied)	•			
Security Monitoring and Managed Detection and Response (MDR)	•			•

5.3.6 Services Descriptions

5.3.6.1 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) shall provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with MDPD to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

5.3.6.2 Dispatch and OnSite Infrastructure Response

Motorola Solutions shall provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to MDPD's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

5.3.6.3 Annual Preventive Maintenance

Motorola Solutions shall annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

5.3.6.4 Network Event Monitoring

Motorola Solutions shall continuously monitor MDPD's ASTRO 25 network to detect potential issues or communications outages, maximizing network uptime. Motorola Solutions shall assess each alert with advanced event detection and correlation algorithms to determine how to respond. Potential responses include remote restoration or dispatching a local field technician to resolve the incident on-site.

5.3.6.5 Network Hardware Repair with Advanced Replacement, including Board Repair and Replacement

Motorola Solutions shall repair Motorola Solutions-provided infrastructure equipment as needed to restore any malfunctioning MDPD ASTRO 25 network components. This includes select

third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions shall exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot shall diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement components will remain in MDPD's ASTRO 25 network to maintain continued network functionality.

5.3.6.6 Network Updates

Motorola Solutions shall provide the Network Update service to MDPD. The Network Updates service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, Network Updates keeps MDPD's ASTRO 25 network compatible with expansion elements, as well as new products or features. With Network Updates, MDPD's network will remain on a release that qualifies for support services.

Motorola Solutions shall deliver updates based on a predefined cadence of upgrade windows, with up to one update in each window. Any updates to the ASTRO 25 System to include the ISSI Gateway, shall be coordinated with and approved by MDPD to ensure that there are no interruptions of service due to unexpected changes. Additionally, Motorola shall provide available version compatibility information to MDPD on the ISSI connection prior to upgrades. The Network Updates service includes the following:

- **Software Release Updates** – Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at MDPD's site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, MDPD will have access to the technology, support, and planning expertise needed for an effective upgrade.

5.3.6.7 Security Update Service (SUS) with Local Support

Motorola Solutions shall provide MDPD the Security Update Service (SUS).

SUS includes Motorola Solutions remotely installing tested updates on MDPD's ASTRO 25 network. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions shall provide detailed documentation on a secured extranet website.

Motorola Solutions' local staff will also be available to assist with the installation of these security packages as necessary (e.g., reboot machines, ensure package applied, etc.).

5.3.6.8 Security Monitoring and Managed Detection and Response

Experienced, specialized security analysts from Motorola Solutions' Security Operations Center (SOC), using the ActiveEye Security Platform, shall monitor MDPD's ASTRO 25 radio network and Customer Enterprise Network (CEN) for cybersecurity threats. When a threat is detected, SOC analysts will investigate and coordinate with MDPD to mitigate threats.

MDPD can use the ActiveEye Security Platform to configure alerts and notifications, review security data, and perform security investigations.

5.4 DEDICATED SUBSCRIBER SERVICE TECHNICIANS

Motorola Solutions shall provide up to two Dedicated Subscriber Support Technician (SST) dedicated to MDPD and at MDPD's request to perform the following duties and at the pricing set forth herein.

5.4.1 Description of Duties, Dedicated Subscriber Support Technician

The SSTs shall provide dedicated subscriber resource that will track and manage the APX Next portable, APX6500 mobile, and APX8500 mobile, referenced as subscriber equipment below, for MDPD. (The actual repair of the subscriber equipment will be handled via Depot services purchased by MDPD.) The ultimate goal of the SST is to ensure MDPD's investment in the Motorola subscriber equipment is utilized to the fullest extent possible. The SST, dedicated to MDPD, will be a direct report to the on-site Supervisor, have an office at MDPD and will report there daily. The SST, to accomplish the "Tasks", may be required to travel to, and work from, any MDPD location in Miami-Dade County.

Tasks to be performed:

4. Collaborate with MDPD personnel to create, modify, and update the subscriber code plugs including verification of functionality and accuracy of all channels and Talkgroups.
5. Maintain subscriber code plug templates per MDPD Fleetmap.
6. Perform regular monthly backups of subscriber code plugs and Miami-Dade provided system keys.
7. Manage, program and provision subscriber radios utilizing cloud-based tools such as RadioCentral, CommandCentral Mapping, CommandCentral Messaging and SmartConnect.
8. Update subscriber information in the Motorola Solutions ASTRO Core Provisioning Manager application. Confirm accuracy to prevent duplication of data information.
9. Perform basic hardware troubleshooting if the radio has an external defect or can be restored without opening the radio case/ housing.
10. If the subscriber radio has an internal defect or is not serviceable without opening the radio case/ housing, the subscriber radio will be shipped to the Factory Depot for repair. (MDPD must have either Essential or Essential with Accidental Damage coverage included in the service agreement.)
11. Inventory and tracking of all subscriber equipment utilizing the MDPD's Asset Management program (spares, out for repair, in service, out of service, etc.).
12. Apply subscriber related Motorola Technical Notifications (MTN) when applicable.

13. Weekly reports on subscriber repair cycle time and may also include Preventative Maintenance schedule.
14. Support Sierra Wireless XR80 Vehicular Modems with configuration updates and swapping of units for service with MDPD provided spares. All XR80 Modems will go back to Sierra Wireless for any additional service required. (Modems required to be covered under warranty or support plan if out of warranty.)
15. Encryption capability/feature management responsibilities will remain with MDPD due to the nature and the security of Encryption.
16. Any installation or removal type services are excluded from this Statement of Work.
17. Executed Monday through Friday, 8AM - 5PM EST, excluding Motorola Solutions holidays.

5.4.2 Dedicated Subscriber Service Technician Pricing

Please refer to Section 7 for pricing detail on the Dedicated Subscriber Service Technicians.

5.5 ASTRO CONNECTIVITY SERVICE

5.5.1 Introduction

To enable the ISSI connection between the Miami-Dade County 800MHz P25 core and the Motorola Solutions P25 core, as well as to provide the necessary connections to support the SmartConnect and Location Services, Motorola Solutions shall provide ASTRO Connectivity Service (ACS) at LightSpeed Dispatch and the TCC. This includes the ACS for the first year. For succeeding years, the ASTRO Connectivity Service is included in the annual Infrastructure Support Services in Section 7. This service is provided through Vesta Solutions, Inc., a wholly owned subsidiary of Motorola Solutions, Inc.

5.5.2 ASTRO Connectivity Service Overview

Public safety communications networks are complex and require expert design to integrate components and technologies efficiently and securely. Without effective network data transport connecting components and technologies, MDPD's public safety network and applications can be impaired by slow traffic, bottlenecks, and poor connection security. Worse, if this equipment is not designed for public safety reliability, it could unexpectedly fail and leave users stranded without a communications lifeline.

Motorola Solutions shall addresses these concerns with the ASTRO® 25 Connectivity Service, a managed service that integrates MDPD's ASTRO 25 sites, core, and cloud services as an end-to-end solution. With this service, Motorola Solutions shall design a transport solution tailored to the needs of MDPD's ASTRO 25 network, provides the solution equipment, and implements the solution.

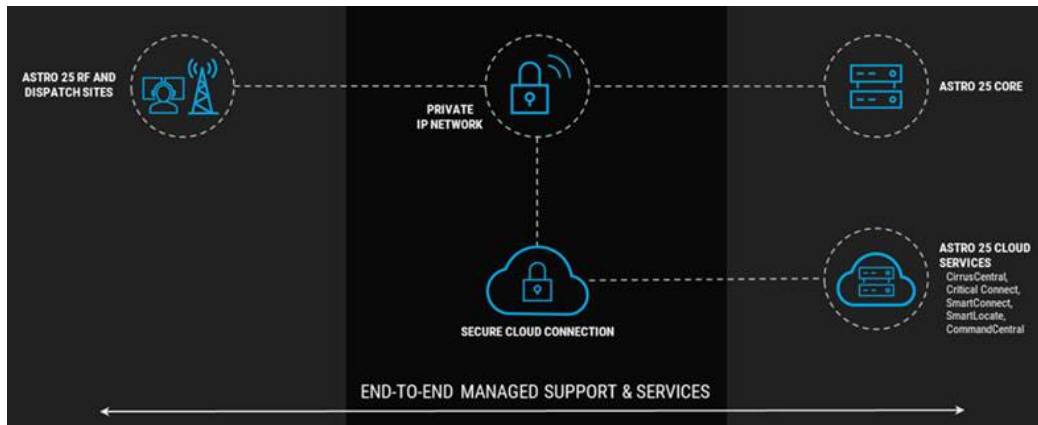


Figure 5-1: End-to-end Managed Services

Since ASTRO 25 Connectivity Services bundles data transport into one service-based solution, it simplifies viewing and managing performance and availability. Service reporting provides a clear view of transport capabilities, better informing decisions to expand or alter service. When transport capabilities need to expand, MDPD can alter the ASTRO 25 Connectivity Service, avoiding the hassle of finding and procuring compatible new components.

In addition to simplicity, the service model replaces unexpected, variable expenses with one predictable service subscription. Motorola Solutions shall provide transport equipment, services, and maintenance, enabling MDPD to prepare clear and dependable budgets.

The following sections provide design and maintenance details.

5.5.3 ASTRO 25 Connectivity Design

The ASTRO 25 Connectivity services available at a site are governed by the site type, and by what equipment or applications MDPD needs to connect to. Figure 5-2 below shows the network services sites can support. As needs change, MDPD can add more network services.

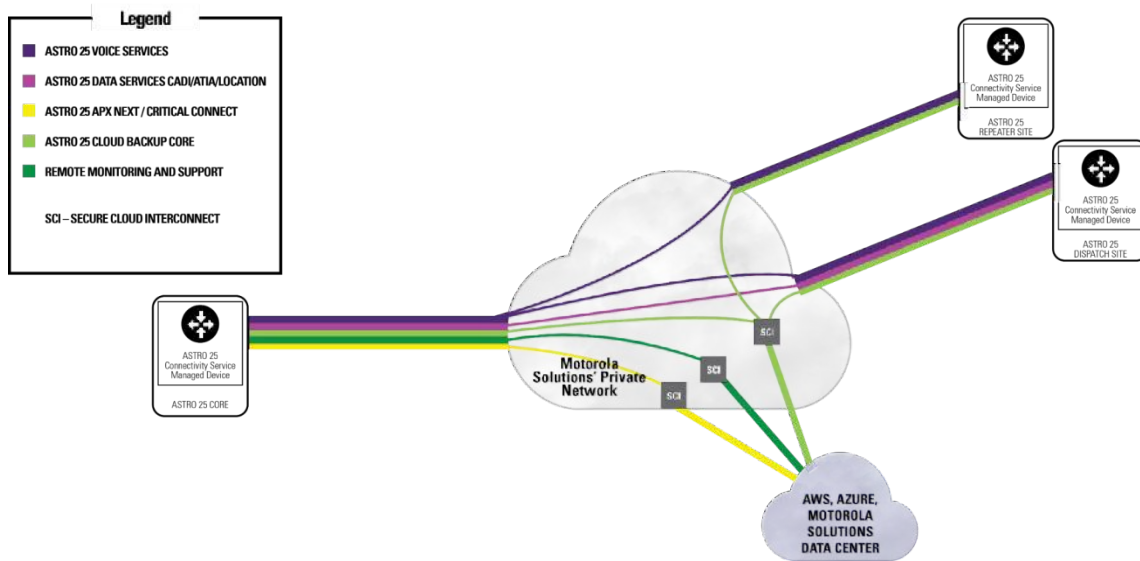


Figure 5-2: Sample Connection Diagram

Connections between sites and applications operate over Motorola Solutions' private network. On-premises managed devices terminate the network circuit, providing the connection point that joins MDPD's site equipment and applications to MDPD's network.

In addition to routing and network service demarcation, the on-premises device provides a firewall, controlling traffic flow in and out of MDPD's sites. This enables MDPD to control traffic traveling between MDPD's network and Cloud/Data Center resources.

For improved availability, some applications and site types can take advantage of public safety LTE backup connectivity. The solution includes this LTE connectivity with the on-premises device. With appropriate provisioning, the on-premises device can determine the best available path to use for traffic to maintain site operational status. Public safety priority and preemption will give priority to MDPD's public safety communications, helping to maintain operations during emergencies.

Motorola Solutions handles the steps to prepare and deploy the connections needed for MDPD's components. MDPD is being provided connections to support the following:

- ASTRO 25 Core (LightSpeed) to the Cloud SmartConnect Gateway.
- Miami-Dade County 800MHz P25 ISSI Gateway (TCC) to ASTRO 25 ISSI Gateway (LightSpeed)

On-Premises Equipment

Motorola Solutions shall provide and deploy equipment needed to enable ASTRO 25 Connectivity Service links. The included maintenance services cover equipment provided as part of this service, avoiding service disruptions.

5.5.4 ACS Maintenance Services

To keep the network working according to specifications, Motorola Solutions shall provide the services described in the following sections. Motorola Solutions shall combine these services

with other packages provided to MDPD. Motorola Solutions experienced personnel will work together to coordinate service tasks across MDPD's public safety solution.

Availability Reports

Motorola Solutions targets the service levels described in the ASTRO 25 Connectivity Service Statement of Work. To help MDPD compare network performance with service goals, Motorola Solutions shall provide regular operations reports.

Backhaul Event Monitoring

Through constant link monitoring, Motorola Solutions will be able to respond promptly to problems that arise. As part of this service, Motorola Services' support staff shall continuously monitor MDPD's network for issues. If Motorola detects an event, support staff will alert and mobilize teams to address that event, minimizing disruption.

Remote Technical Support

In addition to proactive monitoring support, Motorola Solutions shall provide access to technical support staff. If MDPD's users need assistance, they will be able to call or email support staff for expert information. Support staff will escalate reported issues as needed to resolve them.

On-Site Response

When resolving an issue requires physical access to hardware, Motorola Solutions shall dispatch resources to MDPD's location. Motorola Solutions shall contact MDPD's field service technicians to provide hands-on support to restore the system. Support personnel will restore the system by diagnosing errors and exchanging defective components with spare equipment.

Software Updates

The ASTRO 25 Connectivity Service can add new security measures and capabilities over time. Motorola Solutions shall provide updates and patches to MDPD's ASTRO 25 Connectivity Service components. Such updates will protect MDPD's system with the latest security updates, and keep it compatible with new features.

SECTION 6

TRAINING PLAN

Motorola Solutions shall provide training to the following audiences:

- MDPD personnel assigned to train end users throughout the department (“train-the-trainer” approach).
- MDPD personnel tasked with managing the radio fleet.
- Miami-Dade ITD personnel tasked with maintenance & support of radios post warranty.

6.1 TRAIN-THE-TRAINER SESSIONS (FOR MDPD TRAINERS)

The objective of the train the trainer sessions is to give designated MDPD personnel the knowledge and tools necessary train end users on the proper operation of the APX portable and mobile radios.

The train the trainer sessions will be conducted within Miami-Dade County at a MDPD furnished facility. Motorola Solutions will provide sessions for up to 64 people. Each 8-hour session will accommodate up to eight trainers. Train the trainer sessions will be recorded and available for future use within the agency for new personnel as needed.

6.2 APX NEXT AND RADIO CENTRAL (FOR FLEET MANAGERS)

6.2.1 Introduction

The objective of the APX management training track is to familiarize fleet managers with the tools they need to process the moves, adds, and changes occurring after initial deployment. Training is available to as many Miami-Dade personnel as needed, there is no limit to the number of personnel initially. Motorola shall provide in-person / on-site training for the initial deployment per Section 5.1. Motorola shall also provide online training in perpetuity, available to as many Miami-Dade personnel as needed. Motorola shall provide URL links and/or training slides to help MDPD post training resources on its training portal.

The training track for these personnel includes the following courses:

- AST4002 – APX NEXT Overview.
- AST4003 – APX NEXT Features & Service.
- AST4004 – APX NEXT Radio Central Overview.
- AST4005 – APX NEXT Radio Central Workshop.
- AST2003 – APX Radio Management Overview.

Motorola Solutions shall provide training for Miami-Dade Police Department personnel. Following are the descriptions of each of these courses.

6.2.2 AST4002 – APX NEXT Overview

Delivery Method

Online

Duration

1 hour

Number of Seats

Unlimited end users

Description

This course provides an overview of the APX NEXT™ series radios features and capabilities. We will help you understand how they work, when they are useful, and how they impact your day-to-day tasks.

Objectives

By the end of the course, you will be able to:

- Describe the functions and capabilities of the APX NEXT series radios.
- List the features supported on the APX NEXT series radios.
- Describe the new application services available on the APX NEXT series radios.

Target Audience

This course is intended for individuals who need an overview of the APX NEXT series radios.

6.2.3 AST4003 – APX NEXT Features & Service

Delivery Method

Online

Duration

1 hour

Number of Seats

25 Technical personnel including MDPD Tech Unit

This course provides an overview of the APX NEXT features and services. You will learn about the use cases of each feature as well as how to operate them. You will also learn how to configure, update, and maintain your radio so that it stays in optimum condition.

6.2.4 AST4004 – APX NEXT Radio Central Overview

Delivery Method

Online

Duration

1 hour

Number of Seats

25 Technical personnel including MDPD Tech Unit

Course Overview

This course provides an introduction to using the MyView Portal and the RadioCentral Client to manage the basic setup and configuration of the features for your APX NEXT devices.

Target Audience

This course is intended for individuals who need to configure, maintain, and monitor the APX NEXT Radio.

Course Objectives

After completing this course, you will be able to:

- Navigate through the RadioCentral Client to find the editing tools and standard views.
- Navigate through the MyView Portal to find the editing and administrative tools.
- Successfully complete the configuration workflows covered in this course.

6.2.5 AST4005 – APX NEXT Radio Central Workshop

Delivery Method

Virtual Instructor Led Training
(participants need to use their own compatible computer and internet connection)

Duration

1.5 days

Number of Seats

25 Technical personnel including MDPD Tech Unit

Course Overview

This is a follow-up workshop to AST4004 APX™ NEXT RadioCentral Overview. In this workshop, you will have hands-on experience of using the RadioCentral application to set up and program the APX™ NEXT radios.

Target Audience

System Managers and Technical staff responsible for managing APX NEXT devices.

Course Objectives

After completing this course, you will be able to:

- Describe the MyView portal and RadioCentral solutions.
- Manage agencies, user access, and devices through MyView portal.
- Navigate through the RadioCentral client to perform programming operations.

- Program the APX NEXT radio for field operation.

Prerequisites

- AST4004 APX™ NEXT RadioCentral Overview.

6.2.6 AST2003 – APX Radio Management Overview

Delivery Method

Online

Duration

1 hour

Number of Seats

25 Technical personnel including MDPD Tech Unit

Course Overview

This course provides an overview of the features and functions of the APX series Radio Management software. Participants will learn what the Radio Management software is designed to do, and will also learn how to use it to program large and small groups of subscribers.

Target Audience

Technicians and System Managers needing an understanding of the basics of the Radio Management application as well as database and fleet management.

Course Objectives

By the end of the course, you will be able to:

- Identify the solution that Radio Management provides.
- Differentiate between All-in-One PC needs and Distributed Use needs regarding Radio Management.
- Locate the APX Radio Management.
- Navigate the APX Radio Management screens.
- Populate the database.
- Schedule a Read job.
- Manage multiple APX radios simultaneously.
- Create, modify, and select programming templates.
- Schedule a Write job.
- Conduct a search.
- Search, sort, and group radios.
- Sort and manage information in the Table view.
- Identify the function of the Job view.

6.3 APX RADIO SERVICE TRAINING

6.3.1 APX7001 APX™ CPS Radio Programming and Template Building

Asset Description

The APX™ CPS Radio Programming and Template Building course provides communications management personnel and technicians with the knowledge and training necessary to build templates and program the APX family of radios in the most efficient way possible. (16 Hrs. - Virtual)

Number of Seats

25 Technical personnel including MDPD Tech Unit

Objectives

After completing this course, MDPD attendees will be able to:

- Navigate through the user interface of the APX™ Customer Programming Software (CPS).
- Build the APX family of programming templates using the APX™ CPS programming software.
- Program the specific conventional and trunking parameters related to the various system types in which the radios will operate.
- Program the radios using typical APX™ CPS features and functions, such as cloning and drag and drop operations.
- Use additional APX™ CPS related functions such as codeplug comparison, radio flashing, Advance System Key Administrator, and codeplug merging.

Target Audience

County personnel should attend this training course if they are a radio technician or system manager who needs to:

- Perform APX radios programming.
- Gain knowledge of the APX CPS navigation, tools, options and features.
- Have a better understanding of APX subscriber operating in Conventional, Single Site trunking, Simulcast, SmartZone or ASTRO 25 IV&D TDMA and ASTRO 25 IV&D x2.

Requisite Knowledge

Knowledge of the basic features and options of two-way radios and the basic concepts of trunking.

6.3.2 APX010APX™ Technical Subscriber Academy

Asset Description

Participants will learn the capabilities, features, and functions of the APX™ family of radios as well as how to correctly complete performance checks, radio alignments, maintenance, and troubleshooting. This Academy will also focus on a Level 2 (block-level) theory of operation for the APX™ family of radios and provide a review of APX™ CPS and Radio Management programming. In addition to the lecture, large amounts of hands-on with scenario-based lab work will be used to reinforce knowledge transfer. (Seat / 36 Hrs - Live)

Number of Seats

25 Technical personnel including MDPD Tech Unit

Objectives

After completing this course, County attendees will be able to:

- Distinguish between the features and specifications of APX™ Portable and Mobile radios.
- Verify the correct operation of the various radios within the APX™ family of subscribers by completing Performance Checks and Alignment procedures.
- Maintain and troubleshoot radios within the APX™ family of subscribers.

Target Audience

This course is intended for County personnel who would like to get familiar with the features, operation principles, and troubleshooting steps of the APX™ family of radios.

Requisite Knowledge

Completion of the following courses or equivalent experience in radio communications:

- APX7001V - APXCPS Programming and Template Building Overview.

6.3.3 AST2000 APX Programming and Alignment

Description

In this course, radio technicians will learn to program and calibrate the selected product and also learn about the product operation, and basic troubleshooting. The course consists of theoretical and practical explanations. (Seat / 24 Hrs. - Live)

Objectives

After completing this course, County attendees will be able to:

- Explain how the CPS software is used and program the product
- Show how the product works and explain its advantages
- Align and calibrate the equipment with use of the program TUNER

Number of Seats

10 Technical personnel

Target Audience

Technicians and Engineers

Requisite Knowledge

Basic theoretical knowledge of radio FM 2-way, fundamentals of microprocessors, logic circuitry and operation of disk operating systems for PC.

SECTION 7

EQUIPMENT LIST

Motorola Solutions shall provide the following equipment as set forth in this Appendix A-2.

7.1 APX NEXT SINGLE-BAND PORTABLES

APX NEXT Single-Band Portables	Quantity
Single-Band Portable (7/800 MHz)	4690
<i>P25 Trunking Phase 1 / Phase 2</i>	4690
<i>LTE - AT&T FirstNet</i>	4690
<i>Radio Authentication</i>	4690
<i>AES / DES Encryption</i>	4690
<i>Over-the-Air Rekeying (OTAR)</i>	4690
<i>ViQi Voice Control</i>	4690
<i>SmartConnect (Yr. 1 & 2)</i>	4690
<i>SmartLocate (Yr. 1 & 2)</i>	4690
<i>SmartMapping (Yr. 1 & 2)</i>	4690
<i>Smart Messaging (Yr. 1 & 2)</i>	4690
<i>SmartProgramming (Yr. 1 & 2)</i>	4690
<i>APX NEXT Plastic Carry Case with Belt Clip</i>	4690
<i>Swivel D-Clip and Belt Loop</i>	4690
<i>4400 mAh Battery</i>	4690
<i>7/800 MHz Stubby Antenna</i>	4690
*Included Future Features: <i>Multi-System Over-the-Air Rekeying (OTAR)</i>	4690
*Optional Future Smart Services requiring annual subscription: <i>Future ViQi Virtual Partner Smart Service</i> <i>Future APX NEXT CAD Interface Smart Service</i>	Pending availability

* Future feature availability per Section 2.2.11.

7.2 APX NEXT MULTI-BAND PORTABLES

APX NEXT Multi-Band Portables	Quantity
Multi-Band Portable (7/800 MHz / UHF / VHF)	250
<i>P25 Trunking Phase 1 / Phase 2</i>	250
<i>LTE - AT&T FirstNet</i>	250
<i>Radio Authentication</i>	250
<i>AES / DES Encryption</i>	250
<i>Over-the-Air Rekeying (OTAR)</i>	250
<i>ViQi Voice Control</i>	250
<i>SmartConnect (Yr. 1 & 2)</i>	250
<i>SmartLocate (Yr. 1 & 2)</i>	250
<i>SmartMapping (Yr. 1 & 2)</i>	250
<i>Smart Messaging (Yr. 1 & 2)</i>	250
<i>SmartProgramming (Yr. 1 & 2)</i>	250
<i>APX NEXT Plastic Carry Case with Belt Clip</i>	250
<i>Swivel D-Clip and Belt Loop</i>	250
<i>4400 mAh Battery</i>	250
<i>Multi-Band Antenna</i>	250
*Future Features included: <i>Multi-System Over-the-Air Rekeying (OTAR)</i>	250
*Future Smart Services requiring an annual subscription: <i>Future ViQi Virtual Partner Smart Service</i> <i>Future APX NEXT CAD Interface Smart Service</i>	Pending availability

* Future feature availability per Section 2.2.11.

7.3 APX NEXT PORTABLE ACCESSORIES

APX NEXT Portables Accessories	Quantity
Spare 4400 mAh Battery	4940
XVP830 Wired or Bluetooth Wireless Remote Speaker Mic per Section 8.2	4940
APXNEXT IMPRES Single Unit Charger	4940
APXNEXT IMPRES Multi-Unit Charger	100

7.4 APX 8500 ENHANCED SINGLE-BAND MOBILE VEHICLE RADIOS

APX8500 Single-Band Enhanced Mobiles	Quantity
Single-Band Mobile (7/800 MHz)	2670
<i>P25 Trunking Phase 1 / Phase 2</i>	2670
<i>Radio Authentication</i>	2670
<i>AES / DES Encryption</i>	2670
<i>Multi-System Over-the-Air Rekeying (OTAR)</i>	2670
<i>SmartConnect</i>	2670
<i>E5 Remote Control Head</i>	2670
<i>15W Speaker</i>	2670
<i>7/800Mhz Single-Band Antenna</i>	2670

7.5 APX 8500 ENHANCED SINGLE-BAND MOBILE MOTORCYCLE RADIOS

APX8500 Single-Band Enhanced Mobiles	Quantity
Single-Band Mobile (7/800 MHz)	50
<i>P25 Trunking Phase 1 / Phase 2</i>	50
<i>Radio Authentication</i>	50
<i>AES / DES Encryption</i>	50
<i>Multi-System Over-the-Air Rekeying (OTAR)</i>	50
<i>SmartConnect</i>	50
<i>E5 Remote Control Head</i>	50
<i>15W Speaker</i>	50
<i>Motorcycle Option (Does not include SetCom Adapter)</i>	50
<i>7/800Mhz Single-Band Antenna</i>	50

7.6 APX 8500 ENHANCED MULTI-BAND MOBILE VEHICLE RADIOS

APX8500 All-Band Enhanced Mobiles	Quantity
All-Band Mobile (7/800 MHz / UHF / VHF)	30
<i>P25 Trunking Phase 1 / Phase 2</i>	30
<i>Radio Authentication</i>	30
<i>AES / DES Encryption</i>	30
<i>Multi-System Over-the-Air Rekeying (OTAR)</i>	30
<i>SmartConnect</i>	30
<i>E5 Remote Control Head</i>	30
<i>15W Speaker</i>	30
<i>Multi-band Antenna</i>	30

7.7 APX DISPATCH CONSOLETTES

APX Consolettes	Quantity
Consolette (7/800 MHz)	46
<i>P25 Trunking Phase 1 / Phase 2</i>	46
<i>Radio Authentication</i>	46
<i>AES / DES Encryption</i>	46
<i>Multi-System Over-the-Air Rekeying (OTAR)</i>	46
<i>SmartConnect</i>	46
<i>E5 Remote Control Head</i>	46
<i>15W Speaker</i>	46
MCD5000 Desksets, Foot Pedals, Jack Boxes	46

7.8 APX CONTROL STATIONS

APX Consolettes	Quantity
Consolette (7/800 MHz)	78
<i>P25 Trunking Phase 1 / Phase 2</i>	78
<i>Radio Authentication</i>	78
<i>AES / DES Encryption</i>	78
<i>Multi-System Over-the-Air Rekeying (OTAR)</i>	78
<i>SmartConnect</i>	78
<i>E5 Remote Control Head</i>	78
<i>15W Speaker</i>	78
Desk Mics	78

7.9 SIERRA WIRELESS XR80 VEHICULAR ROUTERS

XR80 Vehicular Routers	Quantity
Sierra Wireless XR80 DC & WiFi	2835
10-in-1 Antenna (4X5G/LTE, GNSS, 5XWiFi 2.4/5GHz, Bolt Mount, 5m, Black)	2835
Airlink Complete Management & Support - 5 Years	2835
Client License for Gateway	2835
5 Year Annual Maintenance & Support ACM Client	2835

7.10 SMARTCONNECT / COMMANDCENTRAL LOCATION & MAPPING INFRASTRUCTURE

Infrastructure	Quantity
ASTRO 25 CORE	1
SmartConnect Gateway	1
ISSI Gateway	2
MCC7500e Dispatch Consoles (2 Consoles at LightSpeed / 2 Consoles at 5680) Includes foot pedals and jack boxes	4
Archive Interface Server (AIS) with System Integration to NICE Logger	2
Cloud Connect Server (Location)	1
Sierra Wireless ACM AirLink Server (VPN Solution)	6
CommandCentral Mapping & Messaging Enterprise User Licenses	1000

SECTION 8

APPENDICES

The following Appendix further describe the equipment and services to be provided by Motorola Solutions:

- Appendix A SmartConnect Service
- Appendix B CommandCentral Aware Solution
- Appendix C Dispatch Consoles
- Appendix D Virtual Partner LTE Enablement
- Appendix E Project Schedule
- Appendix F Service Packages Statement of Work

Appendix A.

SMARTCONNECT SERVICE

A.1 Solution Description

Motorola Solutions shall provide SmartConnect Service that augments coverage and interoperability with partner agency P25 radio systems via ISSI. MDPD will benefit with enhanced radio coverage and seamless interoperability with surrounding agencies.

SmartConnect shall allow the APX Next to work outside the coverage boundaries of the home radio system without losing a vital connection. SmartConnect provides voice communications via LTE broadband. When connected to a P25 System, voice is sent over LTE unchanged, so radio functionality and voice quality are maintained. Talkgroups can be configured individually to enable or disable SmartConnect.

This solution supports a maximum of 200 simultaneous calls. The radio indicates that SmartConnect is active by showing blue bars on the top and front displays, and by using a different talk-permit tone. Key benefits include:

- First responders can stay connected to the radio network even when they are outside radio coverage.
- Automatic switching / roaming on a 3rd Party P25 Systems will be available in 2023.

A.1.1 Solution Components

A.1.1.1 P25 System ISSI

The ASTRO 25 Core can only be connected to other P25 Systems that have an existing ISSI Gateway including the existing Miami-Dade County 800MHz P25 System.

A.1.1.2 SmartConnect

The ASTRO 25 Core shall be equipped to deploy SmartConnect. Authentication, status, talkgroups, and encryption are all preserved, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

A.1.1.3 Master Site Core Components

The master site equipment comprises the system's core components, including a common server architecture (running the applications that provide command and control for the system) and LAN switches (routing information to and from the master site to the radio frequency sites that provide system coverage).

Common Server Architecture

An ASTRO 25 Core Common Server Architecture (CSA) deploys server applications with the Linux/Windows operating systems on a HP DL380 Virtual Management Server (VMS) host. The VMS hosts the server applications through VMware in a Virtual Machine (VM) environment.

Firewall

A Fortinet 100E Firewall provides network boundary enforcement and attack detection features. The firewall restricts traffic to known sources, destinations, and protocols, based on the hosts and services that are specified in the firewall configuration. All undefined traffic is discarded.

LAN Switches

The master site includes one or more LAN switches. The LAN switches aggregate all the Ethernet interfaces for all servers, clients, and routers at the core. Redundant LAN switches are included for added system resilience.

A.1.1.4 ISSI at Core

The Miami-Dade County 800MHz P25 System and the ASTRO 25 Core shall be connected by Motorola Solutions via an ISSI Gateway at each system. Redundant ISSI connection are included at the ASTRO 25 Core. ISSI versions from each vendor shall be tested to work in cross vendor implementation, and any updates provided must maintain compatibility.

A.1.1.5 ASTRO Connectivity Services - Connectivity to Cloud

The connectivity between the ASTRO 25 system and the cloud is being provided by ASTRO 25 Connectivity Service ("Service").

A.1.1.6 Coordination of Talkgroups

The solution will require that the radio talkgroups be managed on the Motorola Solutions ASTRO 25 core and any other P25 Systems that might be connected.

A.2 Equipment List

ITEM	QTY	NOMENCLATURE	DESCRIPTION	
1	-	1	SQM01SUM0323	ASTRO MASTER SITE
1	a	1	CA03515AC	ADD: NEW PRIMARY ZONE CORE
1	b	1	CA03512AB	ADD: REDUNDANCY
1	c	1	CA03507AA	ADD: RACK
1	d	1	UA00153AB	ADD: P25 FDMA TRUNKING OPERATION SITE
1	e	16	UA00152AA	ADD: 500 RADIO USER LICENSES
1	f	1	UA00136AA	ADD: UNIFIED NETWORK CONFIGURATOR (UNC)
1	g	1	CA01724AJ	ADD: BACKUP & RECOVERY (BAR)
1	h	1	UA00138AA	ADD: FLEXIBLE ATIA
1	i	1	UA00141AA	ADD: ZONEWATCH GRID & CTRL
1	j	1	UA00150AA	ADD: DYNAMIC REPORTS
1	k	1	UA00149AA	ADD: RADIO CONTROL MANAGER

ITEM	QTY	NOMENCLATURE	DESCRIPTION	
2	-	1	DSTS453D4GUSNAS	QNAP QUAD CORE BAY DRIVE WITH 4 64MB HDD
3	-	1	DLN6692	PRINTER HP LASERJET 110V
4	-	1	T8751	ASTRO 2020.1 NM SW CLIENT
5	-	1	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE
6	-	1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
7	-	15	T8807A	WINDOWS SUPP FULL CONFIG, A2020.1/A2021.1
8	-	1	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' COAX W/DONGLE ADAPTER
9	-	1	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK
10	-	1	DVN4046B	MASTER SYSTEM KEY STARTER KIT
11	-	1	T7776	ISSI 8000 / CSSI 8000 UPGRAGE Software Licenses
11	a	1	UA00005AA	ADD: ISSI Automatic Roaming License (for first system)
11	b	1	UA00006AA	ADD: ISSI + 10 Addition simultaneous Talk Group Capacity License
12	-	1	T8476B	KVL 5000
12	a	1	CA03358AA	ADD: ASTRO 25 MODE
12	b	1	CA00182AW	ADD: AES ENCRYPTION SOFTWARE
12	c	1	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V
13	-	1	TKN8531C	CABLE FOR RNC, DIU MGE6
14	-	1	TKN1039	CABLE, SOFT OPPTS
15	-	1	PMKN4013C	PROGRAMMING, TEST & ALIGNMENT CABLE
16	-	1	HKN6182B	CABLE KEYLOADING ADAPTER CGAI
17	-	1	WPLN6904A	KEYLOAD CABLE FOR APX7000
18	-	1	HKVN4797	LICENSE, SMARTCONNECT ENABLEMENT
19	-	1	T8751	ASTRO 2020.1 NM SW CLIENT
20	-	1	DSF2B56AA	USB EXTERNAL DVD DRIVE

A.3 SmartConnect Statement of Work

A.3.1 Overview

The Statement of Work defines the principal activities and responsibilities of Motorola Solutions and MDPD during SmartConnect deployment. The deployment process is a collaborative effort between Miami-Dade system administrators, subject matter experts, and the Motorola Solutions deployment team. Deployments involve the following steps:

Table A-1: Deployment Steps

Step	Description
Project Initiation	Formal project kickoff and planning sessions.
Domain and Device Setup	Provision ASTRO subscribers on the cloud platform.

Step	Description
SmartConnect Gateway Setup	Enable connection between ASTRO system and Cloud.
ASTRO Preparation	Provide, install and configure ASTRO 25 Core and associated components as detailed in the equipment list section. Assure ASTRO system has the correct version and components.
ASTRO System Configuration	Load and Configure software for SmartConnect.
Demonstration	Demonstrate SmartConnect operation.
Training	SmartConnect operational and administrator training.
Project Finalization	Delivery of as-built documentation and hand over to support.

These project steps are logical groupings of related activities required to complete the project. Each step includes tasks and deliverables both Motorola Solutions and MDPD are responsible to complete. These are described in detail within the Statement of Work.

Motorola Solutions' project manager will use the Statement of Work to guide the deployment process and coordinate the activities of all Motorola Solutions resources and teams. The project manager will also work closely with the MDPD's project manager to clearly communicate the required deployment activities and schedule tasks involving MDPD resources.

A.3.2 Project Roles

Motorola Solutions Project Manager

The Motorola Solutions Project Manager is the single point of contact with the MDPD Project Manager and is responsible for scheduling and coordinating Motorola Solutions resources and task completion. The Motorola Solutions Project Manager assures the delivery of contracted components in accordance with the project schedule and is responsible for the transition of the MDPD to Motorola Solutions Customer Support post deployment.

Motorola Solutions Support

Motorola Solutions Support organization provides varying levels of service up to and including technical support services. Following project finalization, ongoing service will be provided by Motorola Solutions Support in accordance with the Customer support plan.

Miami-Dade Project Manager

The MDPD Project Manager is responsible for scheduling and coordinating Miami-Dade resources and task completion. The MDPD Project Manager works collaboratively with the Motorola Solutions PM to assure completion of Miami-Dade tasks in accordance with the project schedule. Included are deployment resources who will be responsible for the initial SmartConnect User and radio subscriber provisioning via CommandCentral Admin and ongoing coordination with Motorola Solutions System Support.

Customer System Administrator(s)

Included are (2) Motorola Technicians who MDPD will contract on an annual basis and who will be responsible for responsible for the ongoing SmartConnect User and radio subscriber provisioning via CommandCentral Admin and ongoing coordination with Motorola Solutions System Support after initial deployment.

A.3.3 Initiation

Project initiation occurs after procurement of SmartConnect deployment services and notice to proceed is received. During this phase, the Motorola Solutions and Miami-Dade project managers are assigned, assemble their teams, and establish a working relationship. The managers jointly review the project plan, deliverables, and schedule. Each manager coordinates preparatory tasks that serve as a foundation for specific deployment activities.

Motorola Solutions Responsibilities

- Schedule a kick-off call between Miami-Dade and Motorola Solutions project managers.
- Establish a communications plan.
- Review project work plan, schedule, and resources.
- Provide standard product documentation.
 - CommandCentral System Administration Guide.
 - CommandCentral Network Connectivity Guide.
 - SmartConnect User Guide.

MDPD Responsibilities

- The MDPD project manager coordinates with the agency(s) and identifies the subject matter experts, system administrators, and network administrators that will participate in the project and complete Miami-Dade tasks.
- Review the Solution Description and prerequisites with the MDPD project team. Assure that all required components are in place or initiate procurement.
- Schedule agency personnel time to participate in the deployment process.
- MDPD shall provide sufficient space available for the system described as required/specified by R56.
- MDPD shall provide adequate HVAC and electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.

Completion Criteria

- Complete when Motorola Solutions and Miami-Dade project teams are identified and deployment tasks are assigned and scheduled.

A.3.4 Data Collection and Planning Session

Motorola Solutions will conduct a remote working session with the MDPD System Administrators and agency user representatives to provide an overview of SmartConnect operation and collect provisioning data. This activity is performed via teleconference.

Motorola Solutions Responsibilities

- Conduct a remote planning session with representatives of each agency using SmartConnect.
- Review SmartConnect functionality and configuration options.
- Document each agency's configuration, admin users, initial subscribers, and users.

MDPD Responsibilities

- Schedule planning session with representatives of each agency.
- Provide Administrator, User, Subscriber, and Group assignments and/or information so that the deployment resources can properly provision for those roles.

Completion Criteria

- Planning sessions completed.

A.3.5 Domain and Device Setup

The Radio Subscribers must be provisioned by Motorola Solutions within the CommandCentral Cloud Platform using the Command Central Admin tool. Motorola Solutions will provision MDPD's current inventory of APX NEXT subscribers.

Motorola Solutions Responsibilities

- If a SmartConnect agency has not been previously established for the ASTRO system, use the CommandCentral Admin tool to establish the MDPD Domain within the CommandCentral cloud platform. This activity will be initiated during the order process.
- Use the CommandCentral Admin tool to provision SmartConnect based on the information collected during the Data Collection and Planning Session activity:
 - Setup Command Central administration and user passwords.
 - Provision radio subscriber devices (radio serial number and ASTRO Unit ID). All subscriber devices on an ASTRO system are provisioned by a single CC Admin agency account. This may be performed individually or by importing the device information from a .csv file.
- Use the CommandCentral Admin tool to provision all APX NEXT subscribers procured after the completion of the SmartConnect enablement project.

MDPD Responsibilities

- Coordinate with deployment team.

Completion Criteria

- All agencies, users and devices are provisioned.

A.3.6 Subscriber Provisioning

APX subscribers must be provisioned by Motorola Solutions on Miami-Dade's system prior to operation. Subscriber provisioning must include specific parameters to enable SmartConnect operation.

Motorola Solutions Responsibilities

- Provide SmartConnect provisioning parameters (FQDN for SmartConnect GW, ports).
- Provision one APX subscriber to validate the parameters.
- Demonstrate the provisioning process and required parameters to Miami-Dade System Administrator.
- Assure that all APX and APX NEXT subscriber firmware is updated to Release 20 or later.
- Assure that APX and APX NEXT subscribers have been previously provisioned on the ASTRO system.
- Assure that all APX NEXT subscribers have a current SmartProgramming application service subscription.
- Assure that APX NEXT subscribers' code plug configurations have been provisioned in RadioCentral and that the APX NEXT Subscribers have been programmed.
- Download and install the latest version of the RadioCentral programming client.

- Provision balance of APX NEXT subscribers for SmartConnect using the RadioCentral client.
- Provision balance of APX subscribers for SmartConnect using Radio Management or CPS software.
- Update the provisioning parameters of any existing subscribers that will utilize SmartConnect capability.

MDPD Responsibilities

- Coordinate with deployment team.

Completion Criteria

- All subscribers covered by a SmartConnect feature subscription are provisioned with SmartConnect parameters.

A.3.7 Operational Demonstration

After the solution deployment, Motorola Solutions shall provide an operational demonstration to the MDPD project manager, system administrator, and end user representatives.

Motorola Solutions Responsibilities

- Provide the Operational Demonstration Script.
- Demonstrate SmartConnect operation.

MDPD Responsibilities

- Participate in SmartConnect demonstration.

Completion Criteria

- Complete after successful demonstration of SmartConnect operation.

A.3.8 Project Finalization and Handover to Support

Finalization is the process of confirming that all project activities have been completed and project documentation has been delivered. During this activity, Motorola Solutions shall transition responsibility for SmartConnect from the Project Manager to the Motorola Solutions support team. MDPD's Project Manager will transition support to the System Administrator(s).

Motorola Solutions Responsibilities

- Verify project deliverables have been received by the MDPD Project Manager.
- Confirm with Miami-Dade that SmartConnect is available for Miami-Dade's beneficial use.
- Provide the SmartConnect Configuration Document.
- Conduct a teleconference introducing Miami-Dade to Motorola Solutions Support organization. The purpose of the teleconference is to review the SmartConnect support process and obtain contact information with MDPD's assigned system administrator(s) and the Motorola Solutions Support Team.
- Provide on-going support in accordance with the terms and conditions of the support agreement.

MDPD Responsibilities

- Provide confirmation of receipt of project deliverables with the Motorola Solutions Project Manager.

Completion Criteria

- Project finalization is complete upon delivery of the final SmartConnect Configuration Document and the conclusion of the teleconference with Motorola Solutions Support organization.

A.3.9 SmartConnect and Core Implementation Completion

SmartConnect and ASTRO 25 Core Implementation will be completed for contract closure once the Core is tested to be operational and once the APX Next radios are tested to and shown to provide SmartConnect capability.

A.3.10 ASTRO Connectivity Services Statement of Work

A.3.10.1 Overview

Motorola Solutions' ASTRO 25 Connectivity Service ("Service") provides network backhaul to support the MDPD's mission-critical ASTRO 25 communications. The backhaul connection will link ASTRO 25 core sites with ASTRO 25 remote sites and hosted data centers. The Service will also enable connection of Motorola Solutions applications on the cloud. The ASTRO 25 Connectivity Service removes the complexity of multi-vendor management for ASTRO 25 radio network and backhaul by establishing a fully managed end-to-end backhaul service.

Motorola Solutions shall provide and install equipment to support the Service, as described in Section A.3.10.40: ASTRO 25 Connectivity Service Sites and Equipment. In addition to providing the backhaul equipment and installation services, Motorola Solutions shall maintain and manage network elements required to provide the Service ("Managed Elements"). Motorola Solutions will provide these services as needed to meet Service Availability Goals described in this SOW. Services in the SOW are delivered by Motorola Solutions and its partners.

The ASTRO 25 Connectivity Service is offered and available exclusively to ASTRO 25 systems that provide Public Safety Radio Services. The service is designed specifically to enable single vendor sourcing for Motorola Solutions' ASTRO 25 systems and Motorola Solutions information-based applications, including SmartConnect, SmartLocate, Critical Connect, and other cloud and hosted applications provided by Motorola Solutions. These applications must be licensed from Motorola Solutions under a separate agreement to access and use the respective services.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the Miami-Dade Police Department ("Customer").

Notwithstanding, the connectivity contemplated in the ASTRO® 25 Connectivity Service will be provided by Vesta Solutions, Inc. ("Vesta"), a wholly owned subsidiary of Motorola Solutions. In order to enable delivery of these connectivity services, MDPD must sign the Transport Connectivity Addendum ("TCA") attached to the Agreement. Any transport or connectivity will be provided by Vesta.

A.3.10.2 Prerequisites

To connect MDPD's on-premises ASTRO 25 infrastructure sites and cores, the Service requires MDPD maintain the included ASTRO 25 infrastructure service package.

Scope

Motorola Solutions shall provide and manage connectivity service between the MDPD's ASTRO 25 core sites and the ASTRO 25 remote sites, cloud data centers, or hosted data centers noted in A.3.10.40: ASTRO 25 Connectivity Service Sites and Equipment

Motorola Solutions Responsibilities

Motorola Solutions shall provide the ASTRO 25 Connectivity Service as follows:

- Provide Managed Elements noted in A.3.10.40: ASTRO 25 Connectivity Service Sites and Equipment to establish connectivity between MDPD provided equipment and wiring for sites noted in the same table. Such Managed Elements are included in the pricing for equipment and installation and is determined by Motorola Solutions.
- Perform a site survey prior to installation to assess that all the conditions for a proper site installation can be met, including, but not limited to the presence of network facilities necessary to provide the necessary connectivity. Motorola Solutions will note any variations of the site that would affect the hardware specifications or estimated labor involved for a standard installation. If the site survey indicates a non-standard installation (for example, the need for construction of "last mile" network facilities), then a mutually agreed change order may be required.
- Install equipment supplied by Motorola Solutions. Installation period is within 45 business days from the time Motorola Solutions and MDPD execute the Agreement and related addendum or addenda.
- When available and approved by MDPD in writing, Motorola Solutions may use MDPD-owned or MDPD-managed resources at no additional cost to Motorola Solutions. MDPD is solely responsible for maintenance and replacement of such resources and Motorola Solutions bears no responsibility for such resources. Motorola Solutions is further not responsible for any failures in such resources.
- Cooperate with MDPD to schedule the implementation of the ASTRO 25 Connectivity Service.
- Coordinate the activities of any Motorola Solutions subcontractors necessary to provide this service.
- Administer safe work procedures for installation.
- Assist MDPD with operating and using the system during cutover.
- Motorola Solutions may, in its sole discretion, choose to modify the backhaul design. These changes will result in equivalent or improved capacity, cost, reliability, or availability.

MDPD Responsibilities

MDPD shall be responsible for the following in relation to the ASTRO 25 Connectivity Service:

- Provide buildings, equipment shelters, and towers required for system installation, including building sites for backhaul equipment.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for equipment installation.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s) if requested by Motorola Solutions.
- Ensure existing sites or equipment locations have sufficient space available for the system, as specified by Motorola Solutions' R56 Standards and Guidelines for Communication.

- Ensure that existing sites or equipment locations have adequate electrical power in the proper phase, in the proper voltage, and with necessary site grounding to support the requirements of the equipment provided with the ASTRO 25 Connectivity Service.
- Perform any location upgrades or modifications.
- Provide any required system interconnections not specifically included in the ASTRO 25 Connectivity Service. Links provided by the ASTRO 25 Connectivity Service are outlined in A.3.10.40: ASTRO 25 Connectivity Service Sites and Equipment.
- Install demarcation equipment, air conditioning, and other equipment that is not provided by Motorola Solutions and is necessary to support the project.
- Perform work that is necessary to complete the project and is outside the scope of the installation services provided by Motorola Solutions.
- If MDPD requests wireless backup and Out Of Band (“OOB”) monitoring, Motorola Solutions may provide a wireless modem at the MDPD location for OOB monitoring for Motorola Solutions Managed Elements. MDPD shall provide access and accommodations to install the modem.
- MDPD will notify Motorola Solutions of any maintenance that may affect the operating status of the Managed Elements using a MDPD Maintenance Change Management Request via the Helpdesk or MyView Portal. Examples of maintenance activities include: powering down the site, a Motorola Solutions’ Managed Element, or a third-party Network Terminating Unit, or resetting, re-cabling, or moving equipment components.
- If a Motorola Solutions representative visits the Miami-Dade Site or works remotely, at MDPD’s request, to investigate an issue with the Service, and the Motorola Solutions representative determines the Service is functioning properly or is prevented from resolving the issue because MDPD did not provide access or reasonable assistance, MDPD will be charged at published or negotiated time and material rates.
- In the event Motorola Solutions agrees to manage any of MDPD’s equipment components and determines that those components need to be upgraded before Motorola Solutions can manage them, Miami-Dade will need to perform any upgrades required to support Motorola Solutions’ management. Potential upgrades that might be necessary include upgrades for Managed Elements Enhanced Features, end-of-life conditions, and the like. Motorola Solutions will manage those Miami-Dade equipment components after the necessary upgrade is complete.
- Upon Motorola Solutions request, the MDPD designated field service technician will reboot the Managed Elements, provide the LED light statuses of the third-party provider Network Terminating Unit where applicable, verify equipment power, verify that cables are securely connected, and insert a loopback plug.

Availability Goals

Service Level Availability Objectives

Motorola Solutions’ ASTRO 25 Connectivity Service shall meet the service level goals calculated using a standard formula as described below. Availability calculations include only active network sites during the reporting period. Inactive mobile sites are not factored into availability calculations. Motorola Solutions shall monitor service availability 24 hours a day, 7 days a week.

Availability Calculation

For the ASTRO 25 Connectivity Service, Motorola Solutions shall provide MDPD with availability metrics for active sites. ASTRO 25 Connectivity Service availability is the percentage of time that the circuit is available within a given calendar month.

Motorola Solutions shall determine connection availability individually for each of MDPD's ASTRO 25 Connectivity Service connections. Availability is calculated monthly by computing the total number of Critical P1 priority incident outage minutes, as defined in Table A-3, in a calendar month and dividing that sum by the total number of minutes in a 30-day calendar month. Availability is calculated after a Critical P1 incident ticket is opened. If the site has backup connectivity, this is factored into the availability calculation. The formula for computing target availability goals is as follows:

$$\text{Availability (\%)} = (1 - (\text{Total minutes of site Hard Outage per month} \div \text{Number of days in month} \times 24 \text{ hours/day} \times 60 \text{ minutes/hour})) \times 100.$$

Table A-2 provides Motorola Solutions' availability goals for specific site types. This table contains Motorola Solutions' Service Level Goals.

Table A-2: ASTRO 25 Connectivity Service Level Goals

Site Type	Link Count	Link Access (Mb)	Handoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
ASTRO 25 Core (Primary)	2	100/1000	1000 – LC Fiber	SRX1500	Yes (Critical Connect)	99.999%

Outages

Availability is influenced by multiple factors, including network design, equipment, backhaul, and environmental factors. This section defines outage types, and how they factor into service availability calculations.

Hard Outage

A hard outage, classified as a Critical P1 incident, is a complete loss of Motorola Solutions-provided backhaul connectivity, during which MDPD cannot use the service and is prepared to release it for immediate testing. Motorola Solutions factors hard outages into availability calculations and would impact the service level goals.

Planned Outages

Planned outages are pauses in service delivery that Motorola Solutions can notify MDPD of in advance, with a scheduled time for when the outage will end. If a planned outage exceeds the time that was predicted by 10% of the time scheduled, then the outage will be included as an agenda item for discussion at the next meeting between Motorola Solutions and MDPD. Motorola Solutions and the MDPD will re-categorize the outage during the meeting. Motorola Solutions does not include planned outages in connectivity availability calculations.

Force Majeure

An outage resulting from a *Force Majeure* event as defined in the Agreement is not included in availability calculations, but Motorola Solutions will provide continuous commercially reasonable effort to restore system components affected by such event.

Availability Exclusions

The following items are excluded from Motorola Solutions' availability calculations:

- Periods of Soft Outage, during which the MDPD is able to use the ASTRO 25 Connectivity Service and is not prepared to release the service for immediate testing.

- Sites installed for less than one full calendar month.
- MDPD Premises Equipment (“CPE”) not under Motorola Solutions 24/7 monitoring coverage.
- Sites with wireless primary access.
- Miami-Dade sites with wireless backup access, where wireless signal strength does not meet wireless signal strength guidelines as required by Motorola Solutions.
- Any delay, act, or omission by MDPD or a third-party, other than the local access provider, that causes or extends an outage is excluded from the availability calculation. In addition, periods of service degradation, such as slow data transmission, where a Critical P1 trouble ticket has not been opened with Motorola Solutions and MDPD has not released its Service for immediate testing are excluded.
- **“AS IS”**. THE SOLUTION AND SUBSCRIPTION SERVICES DESCRIBED HEREIN ARE PROVIDED “AS IS”. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.
- **Availability and Accuracy**. MDPD acknowledges that functionality, availability, and accuracy of the services described herein is dependent on many elements beyond Motorola Solutions’ control, including databases managed by Miami-Dade or third parties and MDPD’s existing equipment, software, and MDPD Data. Therefore, Motorola Solutions does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. MDPD agrees not to represent to any third party that Motorola Solutions has provided such guarantee. Interruption or interference with the services described herein may periodically occur.
- The Service and/or features may not be available in all areas.

A.3.10.3 Incident Priority Definitions and Response Times

This section describes incident priority levels that support availability measurements.

Table A-3: ASTRO 25 Connectivity Incident Priority Definitions and Response Time Goals

Incident Priority	Incident Definition	Primary Link Response Time Goals	Secondary Link Response Times
Critical P1	Hard Outage. The ASTRO 25 Connectivity Service is completely inoperable or degraded to the extent that it is unusable by the MDPD. MDPD is prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
High P2	ASTRO 25 Connectivity Service performance is degraded, but MDPD is able to use the Service. Incidents are assigned this priority if MDPD is not prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Medium P3	A problem is affecting an ASTRO 25 Connectivity Service component, and that problem does not impact service functionality or availability.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Low P4	<ul style="list-style-type: none"> - MDPD's requests that do not impact the ASTRO 25 Connectivity Service, such as a MDPD request for an incident report. - Service incidents not covered by other priority levels. - Scheduled maintenance. 	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5

A.3.10.4 ASTRO 25 Connectivity Service Sites and Equipment

Table A-4 describes sites included in the backhaul design, notes their location, and lists the critical solution equipment provided for them.

Table A-4: ASTRO 25 Connectivity Service Interconnected Site Locations

Site Name	Site Address	Site Type & Major Equipment
LightSpeed Dispatch Center	11500 NW 25th St Miami, FL 33172	ASTRO 25 Core / Motorola ISSI Gateway / SmartConnect Gateway
TCC	6010 SW 87 th Ave Miami, FL 33173	Miami-Dade County 800MHz P25 System & ISSI Gateway

A.3.11 Availability Reports

A.3.11.1 Description of Service

Motorola Solutions shall track the availability of the MDPD's ASTRO 25 Connectivity Service components using standardized availability reports and will endeavor to achieve availability goals based on those reports. Motorola Solutions automatically collects and collates availability data from network elements and uses that data to determine system health and if any maintenance or improvements are needed. Trend analysis can indicate capacity, availability, or reliability issues before they significantly affect services.

A.3.11.2 Scope

Each month, Motorola Solutions shall create and distribute a network availability report to compare with availability levels described in Availability Goals.

This service includes the following tasks:

- Data Collection—Availability data is remotely collected and stored for reporting purposes.
- Data Reporting—A suite of availability reports is generated and uploaded to MyView Portal.

A.3.11.3 Inclusions

Availability reports shall be provided for Motorola Solutions-provided site connections included as part of the ASTRO 25 Connectivity Service.

A.3.11.4 Motorola Solutions Responsibilities

- Collect availability data through defined interfaces.
- Provide the availability reports within MyView Portal.
- Provide a Motorola Solutions point of contact for questions MDPD has about the findings or service reports provided by Motorola Solutions.

A.3.11.5 Limitations and Exclusions

- Motorola Solutions' availability target objectives, and related availability calculations, exclude availability degradation resulting from MDPD's failure to promptly take necessary actions.

A.3.11.6 MDPD Responsibilities

- Designate an authorized reporting contact to work with Motorola Solutions to address any questions.
- When necessary, perform corrective actions identified by Motorola Solutions' project team as outside the scope of Motorola Solutions' responsibilities.

A.3.12 Backhaul Event Monitoring

A.3.12.1 Description of Service

Backhaul Event Monitoring provides real-time end-to-end event monitoring and fault isolation for ASTRO 25 Connectivity Service backhaul components and links. A set of sophisticated tools support remote detection and classification of events on the MDPD's backhaul network. When an event is detected, Motorola Solutions shall provide Backhaul Event Monitoring and shall determine the status of impacted backhaul links and engage with other service teams as needed to isolate the cause and resolve the incident. Motorola Solutions shall respond to incidents in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times.

Backhaul Event Monitoring is incorporated into the interface Motorola Solutions' uses for Backhaul Event Monitoring, establishing a single process for MDPD.

A.3.12.2 Scope

Backhaul Event Monitoring is available 24 hours a day, 7 days a week. Motorola Solutions' tools and processes for monitoring ASTRO 25 radio networks will be leveraged to monitor the backhaul endpoints effectively, and to provide a consistent monitoring experience if receiving both services. Incidents that are generated by the monitoring service will be handled in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times.

A.3.12.3 Inclusions

- Backhaul Event Monitoring is provided for the links and equipment listed in A.3.10.40: ASTRO 25 Connectivity Service Sites and Equipment

A.3.12.4 Motorola Solutions Responsibilities

- Use concurrent connectivity through the network connection established to support Backhaul Event Monitoring.
- Verify connectivity and event monitoring after system installation is complete.
- Monitor backhaul links continuously 24 hours per day, 7 days per week.
- Create incident tickets when necessary. Identify and classify the link associated with the incident. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Remotely access MDPD's backhaul to perform remote diagnosis and fault isolation as permitted by the MDPD pursuant to Section A.3.12.6: MDPD Responsibilities.
- Dispatch the MDPD's field service technician designated in the CSP when necessary and maintain communications with the MDPD until the incident is resolved. Provide updates in accordance with the agreed frequency, until resolution.

A.3.12.5 Limitations and Exclusions

- Monitoring excludes MDPD Enterprise Network ("CEN") components.
- Additional support charges beyond the contracted service rates may apply if Motorola Solutions determines that system faults were caused by the MDPD making changes to critical system parameters.
- Motorola Solutions is not responsible for system faults or deficiencies that are caused by changes or modifications to the system not performed by Motorola Solutions.

A.3.12.6 MDPD Responsibilities

- Provide Motorola Solutions with continuous remote access to enable the monitoring service.

- Provide continuous utility service to any Motorola Solutions backhaul equipment installed or used at the MDPD's premises to support delivery of the service. MDPD agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on MDPD's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit changes in any information supplied to Motorola Solutions and included in the CSP to the MDPD Support Manager ("CSM").
- Notify the CMSO when the MDPD performs any activity that impacts the backhaul components. Activity that impacts the backhaul components may include but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Allow Motorola Solutions' field service technician, designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all MDPD-managed passwords required to access the MDPD's system upon request, when opening a request for service support, or when needed to enable response to a technical issue. Such passwords and the uses thereof shall be secured as directed by MDPD.
- Negotiate additional charges above the contracted service agreements that may apply if it is determined that backhaul faults were caused by the MDPD making changes to critical system parameters without written agreement from Motorola Solutions.
- Cooperate with Motorola Solutions and perform commercially reasonable as necessary acts to enable Motorola Solutions to provide these services.
- Acknowledge that incidents will be handled in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times.

A.3.13 Remote Technical Support

A.3.13.1 Description of Service

Motorola Solutions' Remote Technical Support service shall provide telephone consultation for technical issues that require ASTRO 25 Connectivity Service backhaul knowledge and troubleshooting capabilities. As with ASTRO 25 incidents, the CMSO Service Desk shall respond to ASTRO 25 Connectivity Service incidents.

A.3.13.2 Scope

The CMSO Service Desk shall be available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times. Any unresolved incidents will be escalated to Motorola Solutions engineering and Original Equipment Manufacturers (OEM) for further assistance.

A.3.13.3 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-221-7144) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify MDPD requests for support.
- Respond to requests for service in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with MDPD in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify MDPD of an alternative course of action.
-

A.3.13.4 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service (such service may be provided under other provisions of Appendix A-2):

- MDPD training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required because of a virus or unwanted cyber intrusion.
-

A.3.13.5 MDPD Responsibilities

- Submit changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.

- Contract Motorola technicians familiar with the operation of the MDPD's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence for the MDPD County 800MHz P25 System and ISSI Gateway when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be handled in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times.
- Cooperate with Motorola Solutions, performing acts that are commercially reasonable acts as necessary to enable Motorola Solutions to provide Remote Technical Support. These actions include, but are not limited to, providing System IP information, local hardware logs, software versions, and MDPD change management information.

A.3.14 On-Site Response

Motorola Solutions shall provide On-site Response service which includes incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

A.3.14.1 Description of Service

The Motorola Solutions CMSO Service Desk shall receive MDPD's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to achieve response time goals.

The dispatched field service technician will travel to MDPD's location to restore the system in accordance with Section A.3.10.3: Incident Priority Definitions and Response Times.

Motorola Solutions shall manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

A.3.14.2 Scope

On-site Response is available as needed to support the availability described in Availability Goals.

A.3.14.3 Inclusions

On-site Response is provided for hardware included with ASTRO 25 Connectivity Service.

A.3.14.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant MDPD information, as needed.
- Motorola Solutions designated field service technician will perform the following on-site:
 - Run diagnostics on the component.

- Perform physical fault restoration and hardware maintenance to restore component functions.
- Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
- If a third-party vendor is needed to restore the system, the vendor can be accompanied onto MDPD's premises.
- If required by MDPD's repair verification in the Customer Support Plan ("CSP"), verify with MDPD that restoration is complete, or system is functional. If verification by MDPD cannot be completed within 20 minutes of restoration, the incident will be closed, and the field service technician will be released.
- Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from MDPD or Motorola Solutions on-site service technician, indicating the incident is resolved.
- Notify MDPD of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the service technician on-site, delayed, or closed.
- Provide incident activity reports to MDPD, if requested.

A.3.14.5 MDPD Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with MDPD information and preferences necessary to complete CSP.
- Submit changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Provide storage for software needed to restore the system in an easily accessible location.
- Provide storage for proper system backups in an easily accessible location.
- If required by repair verification preference provided by MDPD, verify with the CMSO Service Desk and dispatch that restoration is complete, or system is functional.
- Cooperate with Motorola Solutions and perform commercially reasonable acts as necessary to enable Motorola Solutions to provide these services.

A.3.15 Software Updates

A.3.15.1 Description of Service

As needed, Motorola Solutions shall provide relevant Original Equipment Manufacturer ("OEM") software patches for backhaul equipment included as part of the ASTRO 25 Connectivity Service. These patches will update equipment when required to maintain compatibility with components or will address security vulnerabilities.

A.3.15.2 Scope

Motorola Solutions shall update network components when it determines it is necessary to maintain the ASTRO 25 Connectivity Service, and will provide security updates as needed to address identified security vulnerabilities.

Software Updates follow Motorola Solutions' defined change management process to avoid potential disruption. Once an OEM software update is available, Motorola Solutions initiates the change process to define the update's impact and work with MDPD to schedule its implementation.

A.3.15.3 Inclusions

Motorola Solutions shall provide relevant software patches and updates as provided by OEMs based on a schedule mutually agreed by the parties.

A.3.15.4 Motorola Solutions Responsibilities

- Provide relevant software and security patches to MDPD when provided by the OEM.
- Notify MDPD if an update will require network downtime to implement.
- Work with MDPD to schedule installation of disruptive software patches.

A.3.15.5 Limitations and Exclusions

- Motorola Solutions does not provide warranties on software updates other than Available warranties on software updates provided directly by the OEM.

A.3.15.6 MDPD Responsibilities

- Work with Motorola Solutions to schedule installation of disruptive software patches.

A.4 Advanced Plus Services

A.4.1 Overview

Motorola Solutions shall provide Advanced Plus Services for ASTRO 25 infrastructure including a comprehensive program to sustain the long-term performance of MDPD's network. Advanced Plus Services consists of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Update Service (RSUS).
- OnSite Infrastructure Response.
- Annual Preventive Maintenance.
- Network Updates.
- Managed Detection and Response.

Together, these elements will help to avoid operational disruptions and maintain the value of MDPD's communications investment.

A.4.2 Advanced Plus Services Element Descriptions

The following sections describe the elements for MDPD's ASTRO 25 infrastructure.

A.4.2.1 Network Event Monitoring

Motorola Solutions shall continuously monitor MDPD's ASTRO 25 network to detect potential issues or communications outages, maximizing network uptime. Motorola Solutions assesses each alert with advanced event detection and correlation algorithms to determine how to respond. Potential responses include remote restoration or dispatching a local field technician to resolve the incident on-site.

A.4.2.2 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) shall provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with MDPD to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

A.4.2.3 Network Hardware Repair with Advanced Replacement

To restore MDPD's ASTRO 25 network components if they malfunction, Motorola Solutions shall repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions will exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot will diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement components will remain in MDPD's ASTRO 25 network to maintain continued network functionality.

A.4.2.4 Remote Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. These updates may inadvertently disrupt ASTRO 25 network operations and functionality.

To minimize cyber risks and software conflicts, Motorola Solutions shall provide the Remote Security Update Service (RSUS). With this service, Motorola Solutions shall deploy antivirus and operating system security updates on an ASTRO 25 network in a dedicated information assurance lab to test and validate them for use with ASTRO 25 networks.

Motorola Solutions tests whether applying these security updates degrades network service. If an update degrades performance, Motorola Solutions searches for a solution or workaround to address the issue before releasing that update.

With RSUS, Motorola Solutions shall remotely install tested updates on MDPD's ASTRO 25 network. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation on a secured extranet website.

A.4.2.5 OnSite Infrastructure Response

Motorola Solutions shall provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to MDPD's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective

components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

A.4.2.6 Annual Preventive Maintenance

Motorola Solutions shall annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

A.4.2.7 Network Updates

The Network Updates service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, Network Updates keeps MDPD's ASTRO 25 network compatible with expansion elements, as well as new products or features. With Network Updates, MDPD's network will remain on a release that qualifies for support services.

Motorola Solutions shall deliver updates based on a predefined cadence of upgrade windows, with up to one update in each window. The Network Updates service includes the following:

- **Software Release Updates** – Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions shall plan and implement updates at MDPD's site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, MDPD will have access to the technology, support, and planning expertise needed for an effective upgrade.

A.4.2.8 Managed Detection and Response

Experienced, specialized security analysts from Motorola Solutions' Security Operations Center (SOC), using the ActiveEye Security Platform, monitor MDPD's ASTRO 25 radio network and Customer Enterprise Network (CEN) for cybersecurity threats. When a threat is detected, SOC analysts shall investigate and coordinate with MDPD to mitigate threats.

MDPD can use the ActiveEye Security Platform to configure alerts and notifications, review security data, and perform security investigations.

A.4.3 Motorola Solutions Service Delivery Ecosystem

Motorola Solutions shall provide Advanced Plus Services delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions Advanced Plus Services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As

staff perform tasks, service incident information will be available to MDPD's administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

A.4.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk shall serve as a single point of contact for Advanced Plus Services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among MDPD, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

A.4.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians shall perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

A.4.3.3 Repair Depot

The Motorola Solutions Repair Depot shall provide MDPD with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable MDPD's representatives to check repair status, from inbound shipment to return.

A.4.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be MDPD's key point of contact for the definition and administration of services. The CSM will work with MDPD to define service delivery details to address MDPD's specific priorities.

A.4.3.5 MyView Portal

To provide MDPD with quick access to service details, Motorola Solutions shall provide the MyView Portal online network information tool. MyView Portal provides MDPD with real-time critical network and services information through an easy-to-use graphical interface.



Figure A-1: MyView Portal offers real-time, role-based access to critical network and services information.

With MyView Portal, MDPD's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

Appendix B.

COMMANDCENTRAL AWARE SOLUTION

B.1 System Description

B.1.1 Overview

Motorola Solutions shall provide MDPD with CommandCentral Aware which allows MDPD users the ability to communicate with confidence, knowing their information is hosted in the highly secure Microsoft Azure cloud.

Designated Entities

The entities participating in the CommandCentral Aware solution are:

- Miami-Dade County Police Department, Florida.

Application Software and System Components

The CommandCentral Aware solution includes the following elements:

- CommandCentral Aware Standard with 1,000 Named User Licenses and 5-year subscription.
- Accuweather Service.
- Agency Published Esri Data Sets Integration.
- Sierra Wireless Modem Device Location on Cadence.
- One Cloud Anchor Server Hardware.
- Software Maintenance and Technical Support.
- Services as described in the Statement of Work.

B.1.2 CommandCentral Aware Technical Discovery Requirements

In order to prevent delay in the implementation, MDPD shall provide the information required in Table B-1 below at the time of Project Kickoff for each interface/integrated system.

Table B-1: Aware Technical Discovery Requirements

	Miami-Dade Provided	Motorola Solutions Confirmed
Additional Information for Virtual Machine (VM) Access		
Remote access to Cloud Anchor Server		
Data Interface VM requirements		
Integration		
Miami-Dade IP Network layout (Traffic segmentation, NAT required?)		
Active Directory and Email policies		
Miami-Dade Third-Party IP Network Connections (Schools, Fire, Traffic)		
Remote Access Policy/Procedures		
Who owns/maintains each Miami-Dade network/firewalls?		
Wireless Access		
VPN Connectivity to Core?		
Validate Data Ingestion (may require system expansion**)		

B.1.3 Hardware Environment and Network Requirements

Motorola Solutions shall work with Miami-Dade IT personnel to verify that connectivity meets requirements. The County shall provide the network components.

Table B-2: Cloud Anchor Server Installation Requirements

Installation Requirements
One rack unit per Cloud Anchor server.
Two circuits to distribute power to the server rack (dual power supplies).
UPS (Uninterruptible Power Supply) at the site where the Cloud Anchor server and CommandCentral Aware workstations will be installed.
Miami-Dade provided Internet access and Remote Access Capability.
Minimum 1.1Mbps between Cloud Anchor Server and CommandCentral Aware platform.

CommandCentral Aware Design Limitations

- A maximum of 3000 Icons viewed on the CommandCentral Aware client at one time, per instance.

- A maximum of 100 updates per second on the CommandCentral Aware client.
- A maximum 5000 radios per server.

Broadband Device Locationing Requirements

Broadband devices require a data subscription. The broadband subscription is not included in the price of the CommandCentral Aware.

Broadband Infrastructure Requirements

Broadband networks should provide connectivity over 4G LTE, or fourth-generation mobile data technology Long-term Evolution, as defined by the International Telecommunication Union's Radio Sector (ITU-R) and/or Wi-Fi defined as IEEE Standard 802.11 (preferably 802.11ac or 802.11n).

B.1.4 CJIS and Compliance

Motorola shall employ privacy and security protocols that enable MDPD to comply with the most stringent legal and regulatory requirements. In addition, Motorola Solutions builds on a strong foundation with an Azure architecture designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.

- Motorola Solutions employs rigorous third-party audits to verify its adherence to security controls and standards. To demonstrate Motorola Solutions safeguarding of MDPD's data, comprehensive third-party audits of primary Software Enterprise development and support operations have been completed and those operations have achieved ISO/IEC 27001:2013 (information security management systems) certification and AICPA SOC2 Type 2 reports will be available in early 2021. ISO/IEC 27017:2015 (information security controls for cloud services), ISO/IEC 27018:2019 (protection of personal information in public clouds) and ISO/IEC 27701:2019 (privacy information management) will be available in mid-2021. Supplemental SOC2 Type 2 reports and ISO/IEC 27001:2013 certifications for the development and support operations at satellite locations will be complete by the end of 2021.

The CommandCentral Aware product and services shall be designed to support compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy and complies with the terms of the CJIS Security Addendum. A dedicated team of CJIS compliance professionals shall be available to assist MDPD through administering and coordinating CJIS-compliant personnel credentialing, providing documentation assistance in connection with CJIS audits, and advising on how to configure and implement our solutions in a manner consistent with the CJIS Security Policy.

B.2 Statement of Work

B.2.1 Introduction

In accordance with the terms and conditions of the Agreement, this Statement of Work defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions (“Motorola Solutions”) CommandCentral Aware to MDPD. When assigning responsibilities in this section, the phrase “Motorola Solutions” includes our subcontractors and third-party partners.

Deviations and changes to this section are subject to duly approved mutual agreement in writing between Motorola Solutions and MDPD and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola Solutions work is performed remotely. MDPD shall provide Motorola Solutions resources with mutually acceptable network access to enable Motorola Solutions to fulfill its delivery obligations.

Motorola Solutions and MDPD will work to complete their respective responsibilities in accordance with the mutually agreed upon governing Project Schedule. Any changes to the governing Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola Solutions or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors’ SOWs (if applicable) does not imply or convey a software or subscription license or service that are not explicitly listed in the Agreement.

B.2.1.1 Award, Administration and Project Initiation

Project Initiation and Planning shall begin following execution of the Agreement between Motorola Solutions and MDPD.

Following the conclusion of the Project Planning Session, the Motorola Solutions Project Manager shall conduct twice monthly one-hour remote status meetings with the MDPD Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Solutions Project Manager shall prepare and submit monthly status reports to the MDPD Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention as well as potential project risks and agreed upon mitigation actions.

B.2.1.2 Completion and Acceptance Criteria

Motorola Solutions Integration Services are considered complete upon Motorola Solutions performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria to the satisfaction of the MDPD. Customer task completion will occur per the project schedule enabling Motorola Solutions to complete its tasks without delay.

MDPD shall provide Motorola Solutions written notification that it does not accept the completion of Motorola Solutions responsibilities or rejects a Motorola Solutions service deliverable within five (5) business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola Solutions and MDPD. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

B.2.2 Project Roles and Responsibilities Overview

B.2.2.1 Motorola Solutions Project Roles and Responsibilities

A Motorola Solutions team, made up of specialized personnel, shall be appointed to the project under the direction of the Motorola Solutions Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies Motorola Solutions' project team shall provide services remotely via teleconference, web-conference or other remote method in fulfilling its commitments as outlined in this Statement of Work. Motorola Solutions project team resources shall be on site at the Miami-Dade location when fulfilling commitments that are crucial to project success as noted in this Statement of Work.

The personnel role descriptions noted below provide an overview of typical project team members. There may be other personnel engaged in the project under the direction of the Project Manager. The following provided descriptions of the primary roles engaged in the delivery of the project. One or many resources of the same type may be engaged as needed throughout the project.

Motorola Solutions' project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Solutions Project Manager shall be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include:

- Manage the Motorola Solutions responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola Solutions personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with MDPD.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on a mutually agreed basis to discuss project status.

- Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
- Provide timely responses to issues related to project progress.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. They confirm the delivered technical elements meet contracted requirements. They are engaged throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate shall be assigned to MDPD post Go Live event. By being MDPD's trusted advisor, MDPD Success Advocate' responsibilities include:

- Assist MDPD with maximizing the use of their Motorola Solutions software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.

Customer Support Services Team

The Customer Support Services team will provide ongoing support following commencement of beneficial use of MDPD's System(s) as defined in Customer Support Plan.

B.2.2.2 Customer Project Roles and Responsibilities Overview

The success of the project is dependent on early assignment of key MDPD resources. It is critical these resources are empowered to make provisioning decisions based on MDPD's operational and administration needs. The MDPD project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation.

Project Manager

The Project Manager will act as the primary MDPD point of contact for the duration of the project. In the event the project involves multiple agencies, Motorola Solutions will work exclusively with a single MDPD assigned Project Manager (the primary Project Manager). This includes the management of any third-party vendors that are MDPD Subcontractors. The Project Manager's responsibilities include:

- Communicate and coordinate with other project participants.
- Manage the MDPD project team including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Solutions Project Manager.
- Identify the efforts required of MDPD staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from MDPD staff to present to the Motorola Solutions Project Manager.
- Review the Project Schedule with the Motorola Solutions Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.

- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, MDPD vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure MDPD vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola Solutions staff as needed for the duration of the project, including at least one representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates as well as approve and release payments in a timely manner.
- Provide building access to Motorola Solutions personnel to all Miami-Dade facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola Solutions personnel if required for access to facilities.
- Ensure remote network connectivity and access to Motorola Solutions resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola Solutions personnel.
- Provide signatures of Motorola Solutions-provided milestone certifications and Change Orders within five (5) business days of receipt.

Transformation Lead

The Transformation Lead, who may or may not be MDPD's Project Manager, must be able to holistically represent your organization and be able to work cross functionally between Motorola Solutions, your organization, and all stakeholders involved in the delivery of your new system subject to authorization by the Board of County Commissioners as required by applicable County law, rules and regulations. The Transformation Lead must be empowered to acknowledge the resource and time commitments required of your organization and authorize Motorola Solutions to proceed with scheduling the Project Kickoff event.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system as defined in the Customer Support Plan (CSP).

IT Personnel

IT personnel provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola Solutions system will interface.

Additional Resources

Additional resources, such as trainers and database administrators may also be required.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of MDPD. These resources will provide provisioning inputs to the SMEs if operations for these agencies differ from that of MDPD.

B.2.2.3 General MDPD Responsibilities

In addition to the MDPD Responsibilities stated elsewhere in this SOW, MDPD is responsible for:

- All Customer-provided equipment including hardware and third-party software necessary for delivery of the System not specifically listed as a Motorola Solutions deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment and the like.
- Initiate, coordinate, and facilitate communication between Motorola Solutions and Customer's third-party vendors as required to enable Motorola Solutions to perform its duties.
- Active participation of MDPD Subject Matter Experts (SME's) in project delivery meetings and working sessions during the course of the project. MDPD SME's will possess requisite knowledge of MDPD operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of MDPD GIS data as requested by Motorola Solutions. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions as defined in the Training Plan.
- Ability to participate in remote project meeting sessions using Zoom.

B.2.2.4 Project Planning and Pre-Implementation Review

In order to establish initial expectations for CommandCentral Aware deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola Solutions shall work with MDPD to assist in understanding the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola Solutions shall conduct a one-on-one teleconference with MDPD's designated resource to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness in preparation for the Project Kickoff meeting.

Motorola Solutions Responsibilities

- Make initial contact with MDPD Project Manager and schedule the Pre-Implementation Review teleconference.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third-party engagement/considerations (as applicable).
- Discuss MDPD involvement in system provisioning and data gathering to understand scope and time commitment required.

- Discuss the online Learning Management System (LMS) training approach.
- Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
- Discuss the CommandCentral Solution Discovery Requirements checklist and verify MDPD has a copy of the checklist.
- Coordinate enabling designated MDPD administrator with access to the LMS and CommandCentral Admin Console.

MDPD Responsibilities

- Provide Motorola Solutions with the names and contact information for the designated LMS and application administrators.
- Collaborate with the Motorola Solutions PM and set the Project Kickoff meeting date.

B.2.2.5 Project Kickoff Teleconference

The purpose of the project kickoff is to introduce project participants and review the overall scope of the project.

Motorola Solutions Responsibilities

- Conduct a project kickoff teleconference.
- Validate key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and MDPD participation.
- Verify MDPD Administrator(s) have access to the LMS and CommandCentral Admin Console.

MDPD Responsibilities

- Validate key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola Solutions staff to facilitate delivery of services described in this Statement of Work.
- Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third-party licensing agreements.
- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola Solutions resources to obtain access to each of the sites identified for this project.
- Provide the contact information for the license administrator for the project. i.e., IT Manager, CAD Manager, and any other key contact information as part of this project.
- Validate access to the LMS and CommandCentral Admin Console.
- Provide the information required in the CommandCentral Solution Discovery Requirements checklist.

B.2.3 Contract Design Review (CDR)

B.2.3.1 Contract Design Review

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach and contractual obligations of each party. The CDR commences upon conclusion of the Project Kickoff session.

Any changes to the contracted scope can be initiated via the change provision of the Agreement.

Motorola Solutions Responsibilities

- Review the Ordering Documents: System Description, Statement of Work and Project Schedule.
- Review the technical, environmental and network requirements of the system.
- Review the initial Project Schedule and incorporate MDPD feedback resulting in the implementation project schedule. The project schedule will be maintained by Motorola Solutions and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.
- Review and order contacted hardware.
- Review the functional demonstration process for CommandCentral Solution and interfaces.
- Request shipping address and receiver name.
- Provide completed paperwork, provided to Motorola Solutions during project kickoff that enables Motorola Solutions resources to obtain site access.
- Review the information in MDPD provided CommandCentral Solution Discovery Requirements checklist.
- Grant MDPD Administrator with access to CommandCentral Admin Console.
- Grant MDPD LMS Administrator with access to the LMS.
- Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

MDPD Responsibilities

- Project Manager and key MDPD assigned designees attend the meeting.
- Provide network environment information as requested.
- Providing shipping address and receiver name.
- Provide locations and access to the existing data and video equipment that will be part of the CommandCentral system per the Agreement.

Completion Criteria

- The CDR is complete upon MDPD receipt and acceptance of the CDR Summary report.

B.2.4 Hardware/Software

Hardware and software activities account for the procurement, staging and configuration of server hardware.

B.2.4.1 CloudConnect Server Staging

The objective of this activity is to install the software components on the Motorola Solutions' provided server at Motorola's staging facility. The server will be tested and verified by Motorola

Solutions to be operational in a staged environment. Once validated, the server will be packaged and shipped to MDPD's location for installation.

Motorola Solutions Responsibilities

- Order contracted server related components for delivery to the staging facility.
- Install and configure system software.
- Ship staged system to MDPD's installation site.

MDPD Responsibilities

- Receive the staged server and securely store it until Motorola Solutions installation.
- Provide power and assign network IP addresses. Provide backup power, as necessary.
- Provide network connectivity between the various networks.
- Provide acknowledgement of receipt of delivered equipment.

Motorola Solutions Deliverables

Title/Description
Equipment Inventory
Staged System Delivery

B.2.4.2 CloudConnect Server Configuration

Motorola Solutions Responsibilities

- Remotely configure Server and install VSphere license.
- Remotely configure network connectivity and test connection to the server.

MDPD Responsibilities

- Provide remote access to the server.

Completion Criteria

- CloudConnect Server configuration is complete.

B.2.4.3 Workstation Installation and Configuration

The objective of this activity is to configure and install MDPD provided workstation and monitors.

Motorola Solutions Responsibilities

- Verify remote access capability after MDPD completes physical installation.
- Configure workstations and monitors for CommandCentral Aware.

MDPD Responsibilities

- Perform physical installation of the CommandCentral Aware workstations. Connect to power and network. Assign IP addresses for the network.
- Provide remote access to the CommandCentral Aware workstations.

Completion Criteria

- CommandCentral Solution workstation configuration is complete.

B.2.4.4 Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola Solutions systems as described in the System Description.

Motorola Solutions Responsibilities

- Establish and validate connectivity between the Motorola Solutions systems.
- Validate each system can transmit and/or receive data.

MDPD Responsibilities

- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' integration efforts.
- Provide network connectivity between the Motorola systems.

B.2.4.5 ASTRO 25 Location Integration

Motorola Solutions Responsibilities

- Configure connection between CloudConnect Server and Cloud-based CommandCentral Aware application.
- Provision subscribers and Sierra Wireless modems as needed.

MDPD Responsibilities

- None

B.2.4.6 CommandCentral Solution Geospatial Mapping Configuration

Motorola Solutions Responsibilities

- Installation and configuration of the connection to the Miami-Dade mapping system, (i.e. ESRI online, ESRI server, or static map layers).
- Test mapping layers and links to validate CommandCentral Solution is accessing and utilizing MDPD published GIS data.

MDPD Responsibilities

- Provide access to ESRI/GIS system and/or GIS personnel.
- Provide published GIS map layers.
- Work with Motorola Solutions staff to publish specific maps beneficial to the MDPD analysts.

Completion Criteria

- CommandCentral Solution Geospatial Mapping configuration is complete and accepted by MDPD.

B.2.5 CommandCentral Provisioning

B.2.5.1 CommandCentral Solution

Motorola Solutions will discuss industry best practices, current operations environment and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Solutions Responsibilities

- Using the CommandCentral Admin Console, provision users, groups, rules and based off MDPD Active Directory data.

MDPD Responsibilities

- Supply the access and credentials to MDPD's Active Directory for the purpose of Motorola Solutions conducting CommandCentral Solution provisioning.

- Respond to Motorola Solutions inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Completion Criteria

- CommandCentral Solution provisioning is complete upon Motorola Solutions completing provisioning activities and acceptance by MDPD.

B.2.6 CommandCentral Online Training

CommandCentral training shall be made available to via Motorola Solutions Software Enterprise Learning Management System (LMS). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable MDPD to engage in training when convenient to the user.

LMS Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to Miami-Dade LMS Administrators on:
 - Adding and maintaining users.
 - Adding and maintaining Groups.
 - Assign courses and Learning Paths.
 - Running reports.

MDPD Responsibilities

- Go to <https://learningservices.Motorola Solutions.com> and request access if you do not already have it.
- Complete LMS Administrator training.
- Advise users of the availability of the LMS.
- Add/modify users, run reports and add/modify groups.

Completion Criteria

- Work is considered complete upon conclusion of Motorola Solutions-provided LMS Administrator instruction and acceptance by MDPD.
- Panorama – A panorama is an individual instance of the Learning Management System that provides autonomy to the agency utilizing.
- Groups – A more granular segmentation of the LMS that are generally used to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LMS.
- Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

B.2.7 Product Validation

The system is exercised throughout the delivery of the project by both Motorola Solutions and MDPD via provisioning and training activities. Prior to user operation, Motorola Solutions shall perform prescribed system validations in accordance with a Product Validation Plan.

B.2.7.1 Functional Demonstration

The objective of functional demonstration is to validate MDPD access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Solutions Responsibilities

- Update functional demonstration script.
- Provide script to MDPD for review and acknowledgement.
- Conduct functional demonstration.
- Correct any configuration issues impacting access to cloud based features; i.e. map display, location updates, video display and/or interface and integrations.
- Create a summary report documenting the activities of the functional demonstration and any corrective actions taken by MDPD or Motorola Solutions during the demonstration.
- Provide MDPD instruction on using the Customer Feedback Tool for feature/enhancement requests.

MDPD Responsibilities

- Review and agree to the scope of the demonstration script.
- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration.
- Provide Motorola Solutions with any requests for feature enhancements.

Completion Criteria

- Conclusion of the functional demonstration and acceptance by MDPD.

B.2.8 Completion Milestone

Following the conclusion of delivery of the functional demonstration and acceptance by MDPD, the project is considered complete and the Software System completion milestone will be recognized.

B.2.9 Transition to Support and Customer Success

Following the completion of the activation of CommandCentral components and acceptance by MDPD, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as MDPD integrate this solution into MDPD's business processes. Motorola Solutions' team will work with MDPD to ensure Video-as-a-Service meets MDPD's expectations and that the solution satisfies MDPD's goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

The Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x5, x1) or by email at [support-commandcentral@motorolasolutions.com].

Motorola Solutions Responsibilities

- Provide MDPD with Motorola Solutions support engagement process and contact information.
- Gather contact information for MDPD users authorized to engage Motorola Solutions support.

MDPD Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the handover to support, acceptance by MDPD and the implementation project is complete.

Appendix C.

DISPATCH CONSOLES

C.1 Dispatch Console Configuration for Miami-Dade Police Department

The Motorola Solutions' dispatch console shall interface seamlessly with Miami-Dade Police Department's ASTRO® 25 system. This solution offers MDPD 4 dispatch positions. Table C-1 below titled "Dispatch Locations" outlines the number of consoles and their location.

Table C-1: Dispatch Locations

Number of Operator Positions	Location Name
2	LightSpeed Primary Dispatch
2	5680 Backup Dispatch

C.2 Protecting Consoles and Communications

The dispatch consoles shall enable end-to-end encryption from the dispatcher to the ASTRO 25 network, so that Miami-Dade Police Department's communications will not be undermined by unencrypted transmissions. Each dispatcher shall be able to fully participate in secure communications utilizing encryption that does not permit information to be heard by unauthorized individuals.

C.3 Incorporating Console Configuration and Management

The console system shall be configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. MDPD shall be able to define exactly which resources are available and how they are presented to the dispatcher. This provides MDPD with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system.

C.4 Dispatch Console Solution Components

C.4.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in Figure titled “MCC 7500E Dispatch Position.” The following list describes the components included in the configuration.

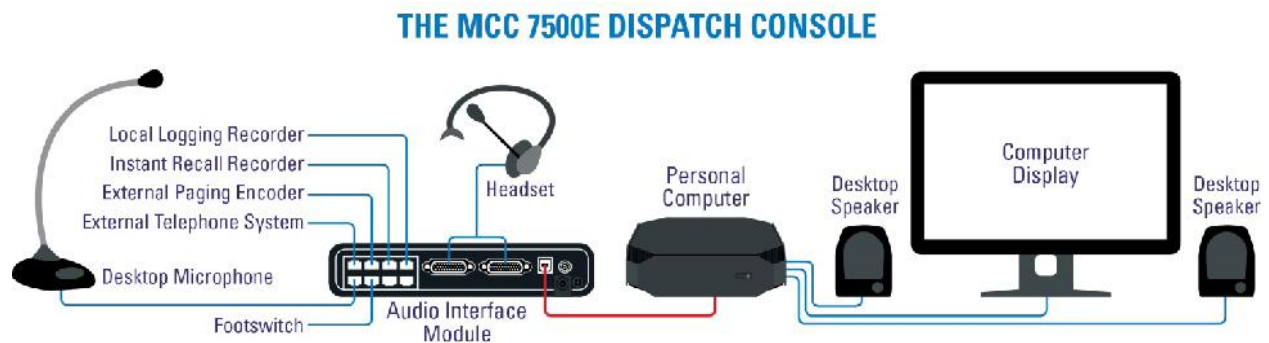


Figure C-1: MCC 7500E Dispatch Position supports multiple accessories.

Includes:

- Audio Interface Module (AIM)
- Personal Computer (PC)
- Computer Display with Touchscreen
- Desktop
- Speakers
- Headset Jack
- Headset
- Purpose-built
- USB Microphone
- Footswitch
- Telephone Headset Interface Port

Appendix D.

VIRTUAL PARTNER ENABLEMENT

D.1 Virtual Partner Solution

Motorola Solutions shall provide Virtual Partner LTE Enablement (ViQi) which includes the software and services required to install and configure Viqi for use via the APXNEXT LTE connection. Virtual Partner is a cloud-based service that provides vital public safety information via voice. With a single button press and simple audio prompt, public safety personnel can use natural language to run a license plate or driver’s license, and search for vehicles with matching vehicle identification numbers. Virtual Partner leverages artificial intelligence capabilities to interpret voice queries and deliver query results in an audible format. This empowers officers to submit queries using their radio subscriber. Reducing the need for a vehicle mounted computer and the risk of losing situational awareness while typing a manual query. The automated nature of the solution will allow MDPD officers to query a driver’s license, license plate and a vehicle identification number (VIN) to obtain critical information faster than relaying the query to dispatchers. Motorola may enhanced ViQi to support alerting dispatchers of a hot hit that results from a ViQi query and such enhancement shall be provided to MDPD upon availability. Virtual Partner uses commercial LTE to communicate between APXNEXT subscriber radios and the hosted Virtual Partner service.

D.2 Statement of Work

D.2.1 Overview

The Statement of Work defines the principal activities and responsibilities of Motorola Solutions and MDPD during CommandCentral Virtual Partner deployment. The deployment process is a collaborative effort between MDPD system administrators, subject matter experts, and the Motorola Solutions deployment team. Deployments involve the following steps:

Step	Description
Project Initiation	Formal project kickoff and planning sessions
Agency, User, and Device Setup	Configuration of agency, users, and devices on cloud platform
State Switch Authorization	Virtual Partner connection to State Message Switch approved
Query Configuration	Install and configure on premise query software
Demonstration	Demonstrate Virtual Partner operation

Step	Description
Training	Virtual Partner operational and administrator training
Project Finalization	Delivery of as-built documentation and hand over to support

These project steps are logical groupings of related activities required to complete the project. Each step includes tasks and deliverables both Motorola Solutions and MDPD are responsible to complete. These are described in detail within the Statement of Work.

Motorola’s project manager will use the Statement of Work to guide the deployment process and coordinate the activities of all Motorola Solutions resources and teams. The project manager will also work closely with MDPD’s project manager to clearly communicate the required deployment activities and schedule tasks involving MDPD resources.

D.2.2 Project Roles

Motorola Solutions Project Manager

The Motorola Solutions Project Manager is the single point of contact with the MDPD Project Manager and is responsible for scheduling and coordinating Motorola Solutions resources and task completion. The Motorola Solutions Project Manager assures the delivery of contracted components in accordance with the project schedule and is responsible for the transition of MDPD to Motorola Solutions Customer Support post deployment.

Motorola Solutions Solutions Architect

Deploys and configures the on premise query software.

Motorola Solutions Support

Motorola Solutions Support organization provides varying levels of service up to and including technical support services. Following project finalization, ongoing service will be provided by Motorola Solutions Support in accordance with the MDPD support plan.

Note: Any Motorola employees who have access to or touch the system shall comply with the MDPD Security Policy.

MDPD Project Manager

The MDPD Project Manager is responsible for scheduling and coordinating MDPD resources and task completion. The MDPD Project Manager works collaboratively with the Motorola Solutions PM to assure completion of MDPD tasks in accordance with the project schedule.

MDPD System Administrator(s)

Responsible for Virtual Partner User and radio subscriber provisioning via CommandCentral Admin and ongoing coordination with Motorola Solutions System Support.

MDPD Network Administrator

Responsible for network and firewall configuration. Works with Motorola Solution Architect to provide and verify network connectivity between the on-prem systems, the Command Central cloud platform, and the State message switch.

D.2.3 Project Documentation

The following documents are delivered during the deployment process. Some are standard product documentation and others are project specific and are produced during the project.

Product Documentation

CommandCentral System Administration Guide. The Administration Guide includes information about the CommandCentral Admin tool, User provisioning, and other system administration tasks.

CommandCentral Network Connectivity Guide. The Network Guide includes information about the security and network connectivity between the MDPD's on-premises system and the CommandCentral cloud platform.

Project Documentation

Virtual Partner Configuration Document. Describes the Virtual Partner configuration including network diagrams, ConnectCIC configuration, query configuration, and cloud provisioning parameters. It is created during the project, used to configure and validate application and network configurations, and finalized to serve as project as-built documentation. Provided to both MDPD and the Motorola Solutions Support Team.

Operational Demonstration Script. The Operational Demonstration Script provides a MDPD specific procedure for validating system configuration and operation. It references MDPD specifics detailed in the Configuration Document.

D.2.4 Initiation

Project Initiation

Project initiation occurs after procurement of Virtual Partner and notice to proceed is received. During this phase the Motorola Solutions and MDPD project managers are assigned, assemble their teams, and establish a working relationship. The managers jointly review the project plan, deliverables, and schedule. Each manager coordinates preparatory tasks that serve as a foundation for the specific deployment activities.

Motorola Solutions Responsibilities

1. Schedule a kick-off call between MDPD and Motorola Solutions project managers
2. Establish communications plan
3. Review project work plan, schedule, and resources
4. Provide standard product documentation
 - a. CommandCentral System Administration Guide
 - b. CommandCentral Network Connectivity Guide
 - c. Virtual Partner User Guide

MDPD Responsibilities

1. Miami-Dade project manager coordinates with agency(s) and identifies the subject matter experts, system administrators, and network administrators that will participate in the project and complete MDPD tasks
2. Review the Solution Description and prerequisites with MDPD project team. Assure that all required components are in place or initiate procurement

3. Schedule agency personnel time to participate in the Virtual Partner deployment process.

Completion Criteria

Complete when Motorola Solutions and MDPD project teams are identified and deployment tasks are assigned and scheduled.

D.2.5 Data Collection & Planning Session

Motorola Solutions shall conduct a remote working session with the MDPD System Administrators and agency user representatives to provide an overview of Virtual Partner operation and collect provisioning data. This activity is performed via teleconference.

Motorola Solutions Responsibilities

1. Conduct a remote, one to two hour, planning session with representatives of each agency using Virtual Partner.
2. Review Virtual Partner functionality and configuration options.
3. Document each agency's configuration, admin users, initial subscribers and users.

MDPD Responsibilities

1. Schedule planning session with representatives of each agency.
2. Provide Administrator, User, Subscriber, and Group information for provisioning.

Completion Criteria

Planning sessions completed.

D.2.6 Agency, User and Device Setup

The MDPD Agency, Virtual Partner Users, and Radio Subscribers shall be provisioned within the CommandCentral Cloud Platform using the Command Central Admin tool. The provisioning process allows the Agency to define the specific capabilities and permissions of each user.

ViQi Virtual Partner stores full CJIS Query and Response text in Command Central Audit (CCAudit). The audit service allows system administrators to review logs of user activity and analyze violations manually. The audit logs include both the queries submitted by users and all responses received from the state CJIS Switch.

The query audit logs are viewable and searchable through Command Central Audit Viewer. Users may access the audit logs pertinent to their agency using CCAudit Viewer provided their account has audit log access enabled. The agency system administrator can see and provision who will have access to the Audit Viewer. It is the agency's responsibility to ensure that CC Audit users have passed CJIS personnel security screening.

Motorola Solutions Responsibilities

1. Provide a single two hour remote CommandCentral Admin training session for the MDPD System Administrator(s)
2. Provide up to two hours of remote telephone support over a 10 day period following the CommandCentral Admin training for the System Administrator during the Agency and User Setup process

3. Use the CommandCentral Admin tool to establish the MDPD and MDPD's agency(s) within the CommandCentral cloud platform. This activity will be initiated during the order process
4. Verify MDPD's access to the CommandCentral App online training module

MDPD Responsibilities

1. Identify System Administrator(s)
2. Assure all System Administrators complete the CommandCentral Admin training
3. Use the CommandCentral Admin tool to:
 - a. Setup Command Central administration and user passwords
 - b. Setup Command Central administration and user passwords
 - c. Provision agency's Virtual Partner Users (officers)
 - d. Provision queries and permissions per User
 - e. Provision agency's radio subscriber devices
 - f. Provision User to radio subscriber

Completion Criteria

All agencies, users and devices are provisioned and accepted by MDPD.

D.2.7 CJIS Security Audit / Connection Authorization

State and MDPD approval is needed prior to connecting the Virtual Partner solution to the State Switch or independently or via PremierOne CAD's existing connection.

Motorola Solutions Responsibilities

1. Provide Security Amendment that describes the Virtual Partner solution in terms of a data flow diagram that documents the protocols, ports, and encryption used between the State Message Switch connection and the APX NEXT subscriber.
2. Coordinate with the MDPD IT department and the State to identify any additional documentation required for State approval and update the Security Amendment as required.

MDPD Responsibilities

1. Define the State and Agency approval process required for the Virtual Partner beta project.
2. Identify the state personnel required to audit the system security and approve the solution for connection to State Message Switch.
3. Submit a formal request to the State requesting authorization to connect the Virtual Partner solution to the State Message Switch.
4. Facilitate the approval process by reviewing Motorola's security documentation, submitting to state approval process, and coordinating with state to assure completion of the process.

Completion Criteria

CJIS connection available and MDPD and State approval to connect Virtual Partner.

D.2.8 Query Configuration

Virtual Partner uses an on premise software package to submit queries generated via radio subscribers. MDPD's deployment Shall be configured to support queries to the State or

County Message Switch. The on premise query components and configuration are common across all Virtual Partner deployments, however, the deployment process and required tasks varies depending on the existence of previously deployed software components. MDPDs with existing PremierOne / ConnectCIC solutions may leverage the existing software and message switch connection.

Motorola Solutions Responsibilities

1. Systems with PremierOne CAD:
 - a. Install a new ConnectCIC instance on a MDPD supplied VM within MDPD's secure environment.
 - b. Configure ConnectCIC to connect to the state switch via the existing PremierOne ConnectCICs. This will use the existing CJIS connection, ORI, and mnemonic. PremierOne is typically deployed with multiple ConnectCIC instances for redundancy. The new ConnectCIC will connect to the State switch via the active PremierOne ConnectCIC instance.
 - c. Establish a connection from ConnectCIC to the Azure CommonQuery Service via a Miami-Dade firewall.
 - d. Verify that Virtual Partner queries may be sent to the switch via ConnectCIC and that responses are received.
2. Systems without PremierOne CAD: Install the CommSys ConnectCIC™ CJIS Integration Solution. Use new or existing remote access capability for remote configuration and support.
 - a. Install CommSys ConnectCIC on a MDPD provided VM.
 - b. Provision ConnectCIC with the agency's ORI and mnemonic.
 - c. Establish a connection from ConnectCIC to the applicable State or County Message Switch.
 - d. Establish a connection from ConnectCIC to the Azure CommonQuery Service via a MDPD firewall.
 - e. Verify that Virtual Partner queries may be sent to the switch via ConnectCIC and that responses are received.

MDPD Responsibilities

1. Support deployment of the CommSys ConnectCIC™ CJIS Integration Solution. Note that this activity is not required for deployment with an existing PremierOne CAD implementation.
 - a. Provide a suitable VM for ConnectCIC.
 - b. Provide agency ORI and other required credentials required for connection to State or County Message Switch.
 - c. Provide and configure a Firewall that allows connection from ConnectCIC to the applicable State or County Message Switch.
 - d. Provide and configure a Firewall that allows connection from ConnectCIC to the Virtual Partner solution hosted in Microsoft Azure.
 - e. Provide agency personnel for query testing as required by State query system and NLETS/NCIC user access rules.
2. Provide remote access capability that allows Motorola Solutions to monitor and maintain ConnectCIC. This may be the existing PremierOne or FlexCAD remote access capability or a new connection specifically for ConnectCIC.

Completion Criteria

Query configuration is complete when all query components are installed and configured to support Virtual Partner operation and accepted by MDPD.

D.2.9 Subscriber Provisioning

APX NEXT subscribers shall be provisioned on MDPD's ASTRO system prior to operation. APX NEXT subscribers associated with Virtual Partner subscriptions must be programmed to assign a button to activate Virtual Partner.

Motorola Solutions Responsibilities

1. Provide Virtual Partner programming guidance.

MDPD Responsibilities

1. Assure that all APX NEXT subscriber firmware is updated to Release 20 or later.
2. Assure that APX NEXT subscribers have been previously provisioned on the ASTRO system.
3. Assure that all APX NEXT subscribers have a current SmartProgramming application service subscription.
4. Assure that APX NEXT subscribers' code plug configurations have been provisioned in RadioCentral and that the APX NEXT Subscribers have been programmed.
5. Download and install the latest version of the RadioCentral programming client.
6. Provision balance of APX NEXT subscribers for Virtual Partner using the RadioCentral client.

Completion Criteria

All APX subscribers covered by a Virtual Partner feature subscription are provisioned on the ASTRO system and programmed to activate Virtual Partner and accepted by MDPD.

D.2.10 Operational Demonstration

After the solution deployment, Motorola Solutions shall provide an operational demonstration to the MDPD project manager, system administrator, and end user representatives.

Motorola Solutions Responsibilities

1. Demonstrate queries via ASTRO subscriber radio.
2. Review audit logs of the test queries.

MDPD Responsibilities

1. Participate in Virtual Partner demonstration.

Completion Criteria

Complete after successful demonstration of Virtual Partner operation and acceptance by MDPD.

D.2.11 Virtual Partner Training

Virtual Partner Administrator and User training classes are available online. Access to online Virtual Partner training shall be provided by Motorola Solutions Software Enterprise Learning Experience Portal (LXP). This subscription service provides continual access to Motorola's library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Online training enables Users to participate in training at their convenience.

MDPD's LMS Administrators use Panorama, a MDPD specific instance of the Learning Management System, to add/modify users, run reports, and add/modify groups, and define Learning Paths. Groups are a more granular segmentation of the LXP that are generally utilized to separate learners by function (i.e. dispatchers, call takers, patrol, firefighter). A Learning Path is a collection of courses that follow a logical order, and may or may not enforce linear progress.

Motorola Solutions Responsibilities

1. Setup Panorama and add MDPD specified LXP administrators.
2. Provide administrators access to learning services.motorolasolutions.com.

MDPD Responsibilities

1. Provide Motorola Solutions with names (first and last) and emails of MDPD LXP administrators.
2. Assure all System Administrators complete LXP Administrator training. The training covers:
 - a. Adding and maintaining Users
 - b. Adding and maintaining Groups
 - c. Assigning courses and Learning Paths
 - d. Running reports.
3. Advise users of the availability of the LXP and Virtual Partner training classes.
4. Add/modify users, run reports and add/modify groups

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided LXP Administrator instruction and acceptance by MDPD.

D.2.12 Project Finalization and Handover to Support

Finalization is the process of confirming that all project activities have been completed and project documentation has been delivered. During this activity Motorola Solutions shall transition responsibility for Virtual Partner from the Project Manager to the Motorola Solutions support team. MDPD's Project Manager shall transition support to the System Administrator(s).

Motorola Solutions Responsibilities

1. Verify project deliverables have been received by the MDPD Project Manager
2. Confirm with MDPD that Virtual Partner is available for MDPD's beneficial use.
3. Provide the Virtual Partner Configuration Document.
4. Conduct a teleconference introducing MDPD to Motorola Solutions Support organization. The purpose of the teleconference is to review the Virtual Partner support process and obtain contact information with MDPD's assigned system administrator(s) and the Motorola Solutions Support Team
5. Provide on-going support in accordance with the terms and conditions of the support agreement

MDPD Responsibilities

1. Provide confirmation of receipt of project deliverables with the Motorola Solutions Project Manager
2. Participate in the support hand over teleconference. Assure that System Administrator(s) understand the support process and have the correct contact information.

Completion Criteria

Project finalization is complete upon delivery of the final Virtual Partner Configuration Document, acceptance by MDPD and the conclusion of the teleconference with Motorola Solutions Support organization.

Appendix E

PROJECT ADMINISTRATION & SCHEDULE

E.1 Project Administration

E.1.1 Project Status Meetings

Motorola Solutions Responsibilities:

- Motorola Solutions Project Manager, or designee, shall attend all project status meetings with MDPD, as determined during the CDR.
- Record the meeting minutes and supply the report to attendees within 48-hours.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service-related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any risks or miscellaneous concerns of identified by either MDPD or Motorola Solutions.

MDPD Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

E.1.2 Preliminary Project Schedule

The project schedule details the projected timeline for completing the required tasks to successfully implement the capital improvements as noted above. During the Contract Design Review meeting following contract award, Motorola Solutions' Project Manager shall present a baseline project schedule to MDPD based upon knowledge and timeline goals learned during the Kickoff Meeting with MDPD. The baseline schedule will be updated regularly during project implementation and will be provided to MDPD's Project Manager in an agreed-upon format. Motorola Solutions and MDPD will work together to identify all project responsibilities for the successful completion of the project.

E.1.3 Progress Milestone Submittal

Motorola Solutions Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

MDPD Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- MDPD approval of the Milestone Completion document(s).

E.1.4 Change Order Process

- Either Party may request changes within the general scope of this Agreement subject to the approval of the other party. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will negotiate an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reduce the negotiated adjustment to a written change order. Neither Party is obligated to perform requested changes unless both Parties duly approve and execute the written change order.
- If MDPD reduces the number of vehicle radio installation required via Change Order, then Motorola shall provide a credit of \$870 per vehicle installation not performed, and a credit of 40% of MSRP for any radio returned that is new and in the original box packaging.

E.1.5 Project Gant Chart

The below Project Gant Chart is for reference-only purposes and subject to change based on product shipment lead-times. The project schedule will be updated to reflect more accurate timing during the Customer Design Review (CDR) Milestone. Motorola shall deliver subscriber equipment per Section 9.3.

Appendix F.

APX NEXT DEVICE MANAGEMENT SERVICES – ADVANCED STATEMENT OF WORK

F.1 Overview

Motorola Solutions shall provide MDPD with Device Management Services (“DMS”) which is a tiered offering that efficiently maintains MDPD’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Advanced services allow MDPD to more efficiently manage their devices with enhanced tools and capabilities.

As it relates to this Statement of Work (SOW), at the discretion of MDPD, Customer Responsibilities can be fulfilled by assigned Motorola Solutions technicians.

F.2 Hardware Repair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions shall attempt to read the codeplugs from those devices. If successful, Motorola Solutions shall load the codeplug to any replacement devices. If not, Motorola Solutions shall load a factory codeplug, and MDPD will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match MDPD’s firmware version but shall be the most current firmware commercially available for such devices.

F.2.1 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device. Motorola Solutions shall determine whether a malfunctioning device shall be repaired or replaced.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from MDPD's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

F.2.2 MDPD Responsibilities

- For non-contiguous renewals, MDPD must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that MDPD wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and MDPD has loaded information for that device to Motorola Solutions' cloud environment, MDPD will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

F.2.3 Limitations and Exclusions

MDPD will incur additional charges at the prevailing rates (less discounts applicable to County purchases) for any activities that are not included or are specifically excluded from this service scope, as described below. In the event such repairs are covered by Accidental Damage as set forth below, such repairs shall be covered by those provisions with no additional cost to the County. Motorola Solutions will notify MDPD and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to MDPD's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.

- Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
- Using the device outside of the product’s operational and environmental specifications, including improper handling, carelessness, or reckless use.
- Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
 - Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
 - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
 - If MDPD fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

F.2.4 Accidental Damage

Motorola Solutions shall provide Accidental Damage as an add on to Hardware Repair which shall provide repair coverage for internal and external device components damaged due to accidents or that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility.

Accidental Damage coverage includes all Hardware Repair services, and expands coverage to include Accidental Damage. Examples of items included under Accidental Damage Coverage are:

- Electrical repair for components that are not working in accordance with published specifications
- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.

For malfunctioning devices that must be replaced, Motorola Solutions shall attempt to read the codeplugs from those devices. If successful, Motorola Solutions shall load the codeplug to any

replacement devices. If not, Motorola Solutions will load a factory codeplug, and MDPD will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match MDPD's firmware version but shall be the current commercially available version of the firmware. MDPD may need to downgrade the firmware on the replacement device.

F.2.4.1 Added Motorola Solutions Responsibilities for Accidental Damage

- Repair or replace accidentally damaged device, as determined by Motorola Solutions.

F.2.4.2 Limitations and Exclusions

Accidental Damage limits or excludes the following:

- There is a limit of one device repair per device/per contract year with Accidental Damage coverage. This exclusion does not apply to repairs to malfunctioning components. Motorola Solutions will repair malfunctioning components covered by the standard Hardware Repair service as needed.
- Where ongoing "accidental damage" is deemed by Motorola Solutions to be excessive, systemic or the result of device mishandling, MDPD may be subject to an additional charge. Should the accidental damage continue unabated, MDPD will incur repair charges at Motorola Solutions' discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness, or reckless use.
- Accidental Damage is quoted on a per-unit basis, is prepaid, non-cancellable, and non-refundable for the purchased service term.

F.3 Device Technical Support

Motorola Solutions shall provide Device Technical Support service which includes telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions shall respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, MDPD may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on MDPD's behalf.

F.3.1 Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log MDPD support requests, and assign a technical representative to respond to a MDPD incident per the defined timeframes.

F.3.2 MDPD Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve MDPD issues.

- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

F.3.3 Limitations and Exclusions

- Device support does not include Land Mobile Radio (“LMR”) network, Wi-Fi, and LTE network troubleshooting.

F.4 Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. Motorola Solutions shall provide MDPD with software maintenance to provide these firmware releases to future-proof MDPD’s communications investment.

F.4.1 Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates via the RadioCentral cloud server. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through RadioCentral.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

F.4.2 MDPD Responsibilities

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

F.5 RadioCentral Access

Motorola Solutions shall provide RadioCentral service which includes radio provisioning and programming capability with the convenience and security delivered by cloud hosting. Device information will be loaded into the Motorola Solutions-hosted database directly from the factory, and MDPD can use their own computer equipment to configure codeplugs before the device arrives. Software updates and device configuration changes can be set up from anywhere with an Internet connection and pushed out through Wi-Fi or LTE (SmartProgramming) to keep devices up to date and officers in the field.

DMS Advanced provides RadioCentral’s batching capabilities for efficient programming and easy fleet management.

Outside of pre-announced maintenance periods, RadioCentral shall be available on a best effort 24/7 basis. Broadband network and cloud performance may reduce availability.

F.5.1 Motorola Solutions Responsibilities

- Host the RadioCentral server software in a secure cloud environment.
- Keep the RadioCentral server software up-to-date with all software and security patches.
- Keep the RadioCentral database backed up and restore backups, as needed.
- Populate the RadioCentral database with device serial numbers, model information, feature information, and default codeplugs.
- Provide access information (login information, IP addresses, and port numbers as needed), as well as current RadioCentral Client software downloads via MyView Portal.
- Ensure that RadioCentral is accessible to Wi-Fi and LTE connected devices.
- Provide a link between RadioCentral and MyView Portal.
- Monitor the status of the RadioCentral cloud platform.
- Notify MDPD via Remedy of any scheduled maintenance or other planned outages.
- Notify MDPD through Remedy and MyView Portal of any unplanned outages.
- Provide authorized administrator access to RadioCentral via a third-party identity management system.

F.5.2 MDPD Responsibilities

- Provide contact information, including email addresses, for the RadioCentral administrator.
- Provide contact information, including email addresses, for the radio provisioning agency or agencies.
- Administer provisioning agency RadioCentral accounts.
- Provide a Wi-Fi network with Internet access for device programming.
- Provide and maintain the required RadioCentral client computer(s).
- Provide internet access for the RadioCentral client computer.
- Maintain the configuration database.
- Program devices using RadioCentral as needed.

F.5.3 Limitations and Exclusions

- RadioCentral programming is limited to LTE and Wi-Fi programming only. Over-the-air programming (via the LMR system) and Bluetooth programming are not supported.

F.6 RadioCentral Technical Support

For RadioCentral Technical Support, Motorola Solutions shall respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, MDPD may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on MDPD's behalf.

F.6.1 Motorola Solutions Responsibilities

- Monitor the status of the RadioCentral cloud platform.
- Notify MDPD of any scheduled maintenance or planned outages.

- Provide technical support, security control, and service improvements related to RadioCentral. MDPD Data may be accessed by Motorola Solutions employees residing outside of MDPD's country for the sole purpose of providing such support.

F.6.2 MDPD Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve MDPD issues.
- Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.

F.6.3 Limitations and Exclusions

- Initial fleetmap template creation or consultation required to assemble a fleetmap strategy is excluded.
- Motorola Solutions Technical Support will not accept radio programming assistance calls. Support is limited to the correction of defects with the RadioCentral programming tool.

F.7 MyView Portal Access

Motorola Solutions shall provide MyView Portal service which is a single location to track the status of subscriptions and service contracts, including start and end dates. MyView Portal displays the serial number, configuration, and firmware versions of all the APX NEXT devices in MDPD's fleet. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

MDPD can access fleet level reports, charts, and graphs that make it easy to spot fleet level trends and trends over time, improving the fleet management experience.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

F.7.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view MDPD's data.
- Provide MDPD with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest MDPD information.
- Establish and maintain connectivity between RadioCentral and MyView Portal.

F.7.2 MDPD Responsibilities

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.

- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

F.8 Device Management Training

Motorola Solutions shall provide Device Management Training including detailed instruction for radio technicians on how to use the RadioCentral programming tool and how to manage a fleet of devices and administer access to RadioCentral through MyView portal. Upon completing the training, participants will be able to provision and program their APX NEXT radio fleet with confidence. Training includes access to an online overview course, as well as a two-day instructor led workshop.

The instructor-led workshop can be delivered in three different ways at the elections of MDPD:

- Virtually via web conferencing (1 seat).
- In person at a Motorola Solutions facility (1 seat).
- In person at MDPD's site (up to 12 seats).

F.8.1 Motorola Solutions Responsibilities

- Provide access to the online training class.
- Provide training material for class.
- Provide an instructor to lead the training workshop.
- If MDPD purchases training at MDPD's site, cover expenses for instructor to travel to MDPD's site. Motorola Solutions requires a minimum 30-day scheduling lead time for all MDPD on-site training. Miami-Dade site visits will be scheduled based on Motorola Solutions instructor availability.

F.8.2 MDPD Responsibilities

- Provide PC and Internet connection to take the online training class.
- If MDPD purchases training at a Motorola Solutions facility, cover expenses for students to travel to a Motorola Solutions facility.

F.9 DMS Priority Levels

For RadioCentral cloud-based elements, the following Priority Levels and response times apply. Initial Technical Response is defined as acknowledgement to MDPD that an incident has occurred.

Description	Initial Technical Response Time
Critical P1	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> ▪ Greater than 25% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting more than 50% of devices. 	1 hour 24/7
High P2	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> ▪ Greater than 5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting more than 15% of devices. 	4 hours 24/7
Medium P3	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> ▪ Between 1-5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. ▪ Functional failures affecting LESS than 15% of devices. 	24 hours 8 x 5 business hours
Low P4	
Items include: <ul style="list-style-type: none"> ▪ Documentation questions. ▪ General informational questions. ▪ Other Investigations not marked as a higher priority level. 	7 business days
For issues deemed to be Critical P1, High P2, and Medium P3, MDPD will need to ensure contact is made with Motorola Solutions personnel via telephone. Communication via email, SMS or any web chat applications shall not be accepted as proof of notification given the delayed and non-guaranteed nature of the mode of communications. All emailed requests will be treated as Medium P3 incidents. The above Response Goals shall not be applicable during the occurrence of a Force Majeure event (e.g. acts of God, including earthquakes and floods).	

Appendix G.

STATEMENT OF WORK FOR DEVICE MANAGEMENT SERVICES – ESSENTIAL

G.1 Overview

Motorola Solutions shall provide Device Management Services – Essential (“DMS Essential”) for APX™ subscriber radios to MDPD with Subscriber Radio Technical Support and Hardware Repair services. DMS Essential is a per-unit, fixed-fee multi-year service to mitigate the likelihood of unexpected subscriber radio repair expenses.

As it relates to this Statement of Work (SOW), at the discretion of MDPD, MDPD Responsibilities can be fulfilled by assigned Motorola Solutions technicians.

G.2 Hardware Repair

G.2.1 Scope

Hardware Repair provides repair coverage for internal and external subscriber radio components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The subscriber radio will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original subscriber radio.

G.2.2 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of four business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from MDPD’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.

- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

G.2.3 Limitations and Exclusions

- Replacement of consumable parts or accessories, as defined by product, including batteries, cables, antennas, and carrying cases.
- In the case of mobile radios, repair of a single mobile control head that is required for normal operation of the subscriber radio is included, provided the control head was supplied at the original point of purchase of the mobile radio.
- Repair of problems caused by:
 - Internal or external damage resulting from natural or manmade disasters, including fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations, attempted repair, repair by a third party.
- Non-remedial work, including administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, hardware or software products not specifically listed on the service order form are excluded from service.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or misuse of the device.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration, if not performed by Motorola Solutions and covered by Motorola Solutions' services.
- Software Release updates.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
 - Repaired, tampered with, altered, or modified (including the unauthorized installation of any software)— except by Motorola Solutions authorized service personnel.
 - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
 - If MDPD fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service.
- DMS Essential is quoted on a per-unit basis, is prepaid, non-cancellable and non-refundable for the purchased service term.

G.2.4 MDPD Responsibilities

- For non-contiguous renewals and services purchased separately from APX subscriber radios, MDPD must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate subscriber radio repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
 - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that MDPD wishes to destroy or retain prior to sending the device for repair.

G.3 Subscriber Radio Technical Support

G.3.1 Scope

Motorola Solutions shall provide Subscriber Radio Technical Support service including telephone consultation for subscriber radio and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations (“CMSO”) organization by a staff of technical support specialists.

MDPD may contact the CMSO Call Management Center (800-MSI-HELP) at any time (24 hours a day / 7 days a week / 365 days per year) and a Motorola Solutions representative will log a technical request in the Case Management System on MDPD’s behalf. In addition, MDPD may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.

Motorola Solutions shall respond to MDPD cases within two hours of case creation, during support hours. Support hours are 7am to 7pm CST, Monday through Friday, excluding US holidays.

G.3.2 Motorola Solutions Responsibilities

- Provide technical support for subscriber radios, assessing and troubleshooting reported issues.
- Receive and log MDPD support requests, and assign a technical representative to respond to a MDPD Case per the defined timeframes.

G.3.3 Limitations and Exclusions

- Land Mobile Radio (“LMR”) network, Wi-Fi, and LTE network troubleshooting.

G.3.4 MDPD Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.

- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve MDPD issues.
- Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.

G.4 MyView Portal Access

Motorola Solutions shall provide MyView Portal to MDPD to track order, RMA, and tech support ticket status, and serves as a consolidated download site for software and documentation.

G.4.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view MDPD's data.
- Provide MyView Portal technical support to answer end user questions between the hours of 7am to 7pm CST Monday through Friday, excluding US holidays. In addition MDPD may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.
- Keep the site updated with the latest MDPD information.
- Motorola Solutions' Customer Support Manager ("CSM") will assist MDPD in establishing a MyView Portal account.

G.4.2 MDPD Responsibilities

- Create a MyView Portal account if MDPD does not have an existing account.
- During the DMS Essential onboarding process, provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Protect login information against unauthorized use.
- Work with Motorola Solutions' CSM to update information as needed.

Appendix H.

ASTRO 25 CONNECTIVITY SERVICE STATEMENT OF WORK

H.1 Overview

Motorola Solutions shall provide MDPD ASTRO® 25 Connectivity Service (“Service”) as a backhaul connection that will link the ASTRO 25 core with other systems via ISSI as well as to support the connection to the SmartConnect Gateway.

Motorola Solutions shall provide and install equipment to support the Service, as described in Section H.3.5: ASTRO 25 Connectivity Service Sites and Equipment. In addition to providing the backhaul equipment and installation services, Motorola Solutions shall maintain and manage network elements required to provide the Service (“Managed Elements”). Motorola Solutions shall provide these services as needed to meet Service Availability Goals described in this SOW. Services in the SOW shall be delivered by Motorola Solutions and its partners.

H.2 Prerequisites

MDPD’s on-premises ASTRO 25 Core includes the Service as part of the ASTRO 25 infrastructure service package. The ASTRO 25 Connectivity Service does not require separate service packages to support cloud-hosted Motorola Solutions software products like CirrusCentral Management. The ASTRO 25 Connectivity Service supports cloud-hosted SmartConnect service.

H.3 Product and Installation

H.3.1 Scope

Motorola Solutions shall provide and manage connectivity service between MDPD’s ASTRO 25 core sites and the ASTRO 25 remote sites, cloud data centers, or hosted data centers noted in Section H.3.5: ASTRO 25 Connectivity Service Sites and Equipment.

H.3.2 Motorola Solutions Responsibilities

Motorola Solutions shall perform the following responsibilities to provide the ASTRO 25 Connectivity Service:

- Provide Managed Elements noted in Section H.3.5: ASTRO 25 Connectivity Service Sites and Equipment to establish connectivity between the MDPD provided equipment and wiring for sites noted in the same table. Such Managed Elements are included in the pricing for equipment and installation and is determined by Motorola Solutions.
- Perform a site survey prior to installation to assess that all the conditions for a proper site installation can be met, including, but not limited to the presence of network facilities necessary to provide the necessary connectivity. Motorola Solutions will note any variations of the site that would affect the hardware specifications or estimated labor involved for a standard installation. If the site survey indicates a non-standard installation (for example, the need for construction of “last mile” network facilities), then a mutually-agreed change order may be required.
- Install equipment supplied by Motorola Solutions. Installation period is within 45 business days from the time Motorola Solutions and MDPD execute the Agreement and related addendum or addenda.
- When available and approved by the MDPD in writing, Motorola Solutions may use MDPD-owned or MDPD-managed resources at no additional cost to Motorola Solutions. MDPD is solely responsible for maintenance and replacement of such resources and Motorola Solutions bears no responsibility for such resources. Motorola Solutions is further not responsible for any failures in such resources.
- Cooperate with MDPD to schedule the implementation of the ASTRO 25 Connectivity Service.
- Coordinate the activities of any Motorola Solutions subcontractors necessary to provide this service.
- Administer safe work procedures for installation.
- Assist the MDPD with operating and using the system during cutover.
- Motorola Solutions may, in its sole discretion, choose to modify the backhaul design. These changes will result in equivalent or improved capacity, cost, reliability, or availability.
- Upon Motorola Solutions request, the MDPD assigned Motorola Technicians will reboot the Managed Elements, provide the LED light statuses of the third-party provider Network Terminating Unit where applicable, verify equipment power, verify that cables are securely connected, and insert a loopback plug.
- The MDPD assigned Motorola Technicians will notify Motorola Solutions of any maintenance that may affect the operating status of the Managed Elements using a MDPD Maintenance Change Management Request via the Helpdesk or MyView Portal. Examples of maintenance activities include: powering down the site, a Motorola Solutions’ Managed Element, or a third-party Network Terminating Unit, or resetting, recabling, or moving equipment components.

H.3.3 MDPD Responsibilities

None

H.3.4 Availability Goals

H.3.4.1 Service Level Availability Objectives

Motorola Solutions' ASTRO 25 Connectivity Service includes service level goals, calculated using a standard formula as described below. Availability calculations include only active network sites during the reporting period. Inactive mobile sites are not factored into availability calculations. Motorola Solutions will monitor service availability 24 hours a day, 7 days a week.

Availability Calculation

For the ASTRO 25 Connectivity Service, Motorola Solutions will provide the MDPD with availability metrics for active sites. ASTRO 25 Connectivity Service availability is the percentage of time that the circuit is available within a given calendar month.

Motorola Solutions will determine connection availability individually for each of MDPD's ASTRO 25 Connectivity Service connections. Availability is calculated monthly by computing the total number of Critical P1 priority incident outage minutes, as defined in Table H-6, in a calendar month and dividing that sum by the total number of minutes in a 30-day calendar month. Availability is calculated after a Critical P1 incident ticket is opened. If the site has backup connectivity, this is factored into the availability calculation. The formula for computing target availability goals is as follows:

$$\text{Availability (\%)} = (1 - (\text{Total minutes of site Hard Outage per month} \div \text{Number of days in month} \times 24 \text{ hours/day} \times 60 \text{ minutes/hour})) \times 100.$$

Table H-5 provides Motorola Solutions' availability goals for specific site types. This table contains Motorola Solutions' Service Level Goals.

Table H-5: ASTRO 25 Connectivity Service Level Goals

Site Type	Link Count	Handoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
ASTRO 25 Core (Primary)	2	1000 – LC Fiber	SRX1500	Yes (Critical Connect)	99.999%

Outages

Availability is influenced by multiple factors, including network design, equipment, backhaul, and environmental factors. This section defines outage types, and how they factor into service availability calculations.

Hard Outage

A hard outage, classified as a Critical P1 incident, is a complete loss of Motorola Solutions-provided backhaul connectivity, during which MDPD cannot use the service and is prepared to release it for immediate testing. Motorola Solutions factors hard outages into availability calculations and would impact the service level goals.

Planned Outages

Planned outages are pauses in service delivery that Motorola Solutions can notify MDPD of in advance, with a scheduled time for when the outage will end. If a planned outage exceeds the

time that was predicted by 10% of the time scheduled, then the outage will be included as an agenda item for discussion at the next meeting between Motorola Solutions and MDPD. Motorola Solutions and MDPD will recategorize the outage during the meeting. Motorola Solutions does not include planned outages in connectivity availability calculations.

Availability Exclusions

The following items are excluded from Motorola Solutions' availability calculations:

- Periods of Soft Outage, during which the MDPD is able to use the ASTRO 25 Connectivity Service, and is not prepared to release the service for immediate testing.
- MDPD Premises Equipment ("CPE") not under Motorola Solutions 24/7 monitoring coverage.
- Any delay, act, or omission by the MDPD or a third-party, other than the local access provider, that causes or extends an outage is excluded from the availability calculation. In addition, periods of service degradation, such as slow data transmission, where a Critical P1 trouble ticket has not been opened with Motorola Solutions and MDPD has not released its Service for immediate testing are excluded.
- **"AS IS"**. THE SOLUTION AND SUBSCRIPTION SERVICES DESCRIBED HEREIN ARE PROVIDED "AS IS". MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED
- **Availability and Accuracy**. MDPD acknowledges that functionality, availability, and accuracy of the services described herein is dependent on many elements beyond Motorola Solutions' control, including databases managed by MDPD or third parties and MDPD's existing equipment, software, and MDPD Data. Therefore, Motorola Solutions does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. MDPD agrees not to represent to any third party that Motorola Solutions has provided such guarantee. Interruption or interference with the services described herein may periodically occur.
- The Service and/or features may not be available in all areas.

H.3.4.2 Incident Priority Definitions and Response Times

This section describes incident priority levels that support availability measurements.

Table H-6: ASTRO 25 Connectivity Incident Priority Definitions and Response Time Goals

Incident Priority	Incident Definition	Primary Link Response Time Goals	Secondary Link Response Times
Critical P1	Hard Outage. The ASTRO 25 Connectivity Service is completely inoperable or degraded to the extent that it is unusable by the MDPD. MDPD is prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
High P2	ASTRO 25 Connectivity Service performance is degraded, but MDPD is able to use the Service. Incidents are assigned this priority if MDPD is not prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Medium P3	A problem is affecting an ASTRO 25 Connectivity Service component, and that problem does not impact service functionality or availability.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Low P4	<ul style="list-style-type: none"> - MDPD's requests that do not impact the ASTRO 25 Connectivity Service, such as a MDPD request for an incident report - Service incidents not covered by other priority levels. - Scheduled maintenance. 	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5

H.3.5 ASTRO 25 Connectivity Service Sites and Equipment

Table H-7 describes sites included in the backhaul design, notes their location, and lists the critical solution equipment provided for them.

Table H-7: ASTRO 25 Connectivity Service Interconnected Site Locations

Site Name	Site Address	Major Equipment
Miami-Dade LightSpeed Main Dispatch Center	11500 NW 25 St., Miami, FL 33172	Routers & LTE
TCC	6000 SW 87 Ave., Miami, FL 33173	Routers & LTE

H.4 Availability Reports

H.4.1 Description of Service

Motorola Solutions shall track the availability of MDPD's ASTRO 25 Connectivity Service components using standardized availability reports, and will endeavor to achieve availability goals based on those reports. Motorola Solutions automatically collects and collates availability data from network elements, and uses that data to determine system health and if any maintenance or improvements are needed. Trend analysis can indicate capacity, availability, or reliability issues before they significantly affect services.

H.4.2 Scope

Each month, Motorola Solutions shall create and distribute a network availability report to compare with availability levels described in Section H.3.4: Availability Goals.

This service includes the following tasks:

- Data Collection—Availability data is remotely collected and stored for reporting purposes.
- Data Reporting—A suite of availability reports is generated and uploaded to MyView Portal.

H.4.3 Inclusions

Availability reports shall be provided for Motorola Solutions-provided site connections included as part of the ASTRO 25 Connectivity Service.

H.4.4 Motorola Solutions Responsibilities

- Collect availability data through defined interfaces.
- Provide the availability reports within MyView Portal.
- Provide a Motorola Solutions assigned technician for MDPD as a point of contact for questions MDPD has about the findings or service reports provided by Motorola Solutions.

H.4.5 Limitations and Exclusions

- Motorola Solutions' availability target objectives, and related availability calculations, exclude availability degradation resulting from MDPD's failure to promptly take necessary actions.

H.4.6 MDPD Responsibilities

- None

H.5 Backhaul Event Monitoring

H.5.1 Description of Service

Motorola Solutions shall provide Backhaul Event Monitoring which is a real-time end-to-end event monitoring and fault isolation for ASTRO 25 Connectivity Service backhaul components and links. A set of sophisticated tools support remote detection and classification of events on MDPD's backhaul network. When an event is detected, MDPD will be alerted via tickets provided through the MyViewportal as well through email notifications. Motorola Solutions shall determine the status of impacted backhaul links and engage with other service teams as needed to isolate the cause and resolve the incident. Motorola Solutions shall respond to incidents in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times.

H.5.2 Scope

Backhaul Event Monitoring is available 24 hours a day, 7 days a week. Motorola Solutions' tools and processes for monitoring ASTRO 25 radio networks will be leveraged to monitor the backhaul endpoints effectively, and to provide a consistent monitoring experience if receiving both services. Incidents that are generated by the monitoring service will be handled in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times.

H.5.3 Inclusions

Backhaul Event Monitoring is provided for the links and equipment listed in Section H.3.5: ASTRO 25 Connectivity Service Sites and Equipment.

H.5.4 Motorola Solutions Responsibilities

- Use concurrent connectivity through the network connection established to support Backhaul Event Monitoring.
- Verify connectivity and event monitoring after system installation is complete.
- Monitor backhaul links continuously 24 hours per day, 7 days per week.
- Create incident tickets when necessary. Identify and classify the link associated with the incident. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Remotely access MDPD's backhaul to perform remote diagnosis and fault isolation as permitted by MDPD pursuant to Section H.5.6: MDPD Responsibilities.
- Dispatch MDPD's field service technician designated in the CSP when necessary, and maintain communications with MDPD until the incident is resolved. Provide updates in accordance with the agreed frequency, until resolution.

H.5.5 Limitations and Exclusions

- Monitoring excludes Miami-Dade Enterprise Network ("CEN") components.

- Additional support charges beyond the contracted service rates may apply if Motorola Solutions determines that system faults were caused by MDPD making changes to critical system parameters.
- Motorola Solutions is not responsible for system faults or deficiencies that are caused by changes or modifications to the system not performed by Motorola Solutions.
- MDPD assigned Motorola technicians to notify the CMSO when MDPD performs any activity that impacts the backhaul components. Activity that impacts the backhaul components may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.

H.5.6 MDPD Responsibilities

- Provide continuous power service to any Motorola Solutions backhaul equipment installed or used at MDPD's premises to support delivery of the service. MDPD agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on MDPD's premises.
- Allow Motorola Solutions' field service technician, designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Acknowledge that incidents will be handled in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times.

H.6 Remote Technical Support

H.6.1 Description of Service

Motorola Solutions shall provide Remote Technical Support service including telephone consultation for technical issues that require ASTRO 25 Connectivity Service backhaul knowledge and troubleshooting capabilities. As with ASTRO 25 incidents, the CMSO Service Desk will respond to ASTRO 25 Connectivity Service incidents.

H.6.2 Scope

The CMSO Service Desk shall be available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service shall be provided in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times. Any unresolved incidents will be escalated to Motorola Solutions engineering and Original Equipment Manufacturers (OEM) for further assistance.

H.6.3 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-221-7144) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify MDPD requests for support.
- Respond to requests for service in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with MDPD in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify MDPD of an alternative course of action.
- The MDPD assigned Motorola technician will submit changes in any information supplied in the CSP to the MDPD Support Manager (“CSM”).

H.6.4 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

H.6.5 MDPD Responsibilities

- Maintain suitably trained technical resources familiar with the operation of MDPD’s system to provide field maintenance and technical maintenance services for the system.

- Acknowledge that incidents will be handled in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times.

H.7 On-site Response

Motorola Solutions shall provide On-site Response service including incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

H.7.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive MDPD's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to achieve response time goals.

The dispatched field service technician will travel to MDPD's location to restore the system in accordance with Section H.3.4.2: Incident Priority Definitions and Response Times.

Motorola Solutions shall manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

H.7.2 Scope

On-site Response is available as needed to support the availability described in Section H.3.4: Availability Goals.

H.7.3 Inclusions

On-site Response is provided for hardware included with ASTRO 25 Connectivity Service.

H.7.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Miami-Dade information, as needed.
- Motorola Solutions designated field service technician will perform the following on-site:
 - Run diagnostics on the component.
 - Perform physical fault restoration and hardware maintenance to restore component functions.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto MDPD's premises.
 - If required by MDPD's repair verification in the Customer Support Plan ("CSP"), verify with MDPD that restoration is complete or system is functional. If verification by MDPD cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.

- Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from MDPD or Motorola Solutions on-site service technician, indicating the incident is resolved.
- Notify MDPD of incident status, as defined in the CSP and Service Configuration Portal (“SCP”):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the service technician on-site, delayed, or closed.
- Provide incident activity reports to MDPD, if requested.
If required by repair verification preference provided by MDPD, MDPD assigned Motorola technicians to verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional. MDPD assigned Motorola technicians to perform reasonable or necessary acts to enable Motorola Solutions to provide these ACS services.

H.7.5 Miami-Dade Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Miami-Dade information and preferences necessary to complete CSP:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit changes in any information supplied in the CSP to the Customer Support Manager (“CSM”). 3
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.

H.8 Software Updates

H.8.1 Description of Service

Each quarter, Motorola Solutions shall provide relevant Original Equipment Manufacturer (“OEM”) software patches for backhaul equipment included as part of the ASTRO 25 Connectivity Service. These patches will update equipment when required to maintain compatibility with components or will address security vulnerabilities.

H.8.2 Scope

Motorola Solutions shall update network components when it determines it is necessary to maintain the ASTRO 25 Connectivity Service, and will provide security updates as needed to address identified security vulnerabilities. Any updates done will be in coordination with MDPD.

Software Updates follow Motorola Solutions’ defined change management process to avoid potential disruption. Once an OEM software update is available, Motorola Solutions initiates the change process to define the update’s impact and work with MDPD to schedule its implementation.

H.8.3 Inclusions

Motorola Solutions shall provide relevant software patches and updates as provided by OEMs based on a schedule mutually agreed by the parties.

H.8.4 Motorola Solutions Responsibilities

- Provide relevant software and security patches to MDPD when provided by the OEM.
- Notify MDPD if an update will require network downtime to implement.
- Work with MDPD to schedule installation of disruptive software patches.

H.8.5 Limitations and Exclusions

- Motorola Solutions does not provide warranties on software updates. Warranties on software updates, if available, will be provided directly by the OEM.

H.8.6 Miami-Dade Responsibilities

Work with Motorola Solutions to schedule installation of disruptive software patches.

SECTION 9

PRICING

Motorola Solutions is pleased to provide the following equipment and application services to Miami-Dade Police Department at the prices set forth herein:

9.1 EQUIPMENT, SMART SERVICES, INSTALLATION, PROJECT MANAGEMENT & DEPLOYMENT SERVICES

Description	Qty	MSRP	Contract Price
Portables – APXNEXT Single-Band & Accessories <i>Includes Yr.1 & 2 of Warranty & Smart Services</i>	4690	\$54,234,182	\$40,133,295
Portables – APXNEXT Multi-Band & Accessories <i>Includes Yr.1 & 2 of Warranty & Smart Services</i>	250	\$3,663,378	\$2,710,899
Mobiles – APX 8500 Single-Band Radios & Accessories <i>Includes Yr.1 & 2 of Warranty & Smart Services</i>	2720	\$33,307,520	\$24,647,565
Mobiles – APX 8500 Multi-Band Radios & Accessories <i>Includes Yr.1 & 2 of Warranty & Smart Services</i>	30	\$414,330	\$306,604
5G Routers – Sierra Wireless - XR80 Routers with Warranty & Maintenance - AirLink Complete Management & Maintenance	2750	\$7,975,000	\$7,337,000
SmartConnect Infrastructure - ASTRO 25 Core - (2) ISSI Gateway - SmartConnect Gateway - ACS Dedicated Circuits - Installation, Configuration & Test	-	\$2,085,457	\$1,668,366
Dispatch Consoles - (4) MCC7500e Dispatch Consoles, foot pedals, jack boxes - (2) AIS for Logging with Integration to NICE Logger - Installation, Configuration & Test	-	\$605,468	\$507,036
CommandCentral Location & Mapping - CloudConnect Location Server - CC Aware Enterprise Level License (1000) - Sierra Wireless ACM Servers & Support - Installation, Configuration & Test	-	\$354,100	\$354,100
Vehicle Radio / Router Installation - Installation of (2462) APX Mobile Radios - Installation of XR80 5G Routers - 12 Vehicle Installations / Day - Installations will be performed at 10 Locations (one at a time) - Program Management of Installations	2462	\$2,141,940	\$2,141,940

Description	Qty	MSRP	Contract Price
Radio Programming - Program Management - Programming of Sierra Wireless Routers (2833) - Programming & Keyloading of APX Portables, Mobiles & Consolettes (7814)	10,647	\$1,548,513	\$1,548,513
Dispatch Center Back-up Radios - (46) APX Dispatch Consolettes (includes 3 spares) - MCD5000 Deskset, JackBoxes & Footpedals - (5) 5G Routers & (2) Switches - Installation, Networking & Configuration	46	\$1,211,639	\$969,311
Control Stations - (78) APX Dispatch Consolettes, Desk Mics - (78) 5G Routers - Installation	78	\$1,370,051	\$1,096,040
Initial Radio Fleet Deployment Services - Radio Template & Codeplug Building (up to 50) - Smart Services & CommandCentral Provisioning - ASTRO 25 SmartConnect Provisioning - Sierra Wireless Provisioning - Training	-	\$468,588	\$468,588
Backup Hosted SmartConnect Integration & 5 Year Service	-	\$226,747	\$226,747
APXNEXT CAD Integration & ViQi Virtual Partner Integration	-	\$200,000	\$200,000
Genesis ATIA & MCM Integration	-	\$230,450	\$212,014
Support Services - Dedicated Technicians (Yrs. 1 & 2) - ASTRO Connectivity Services (ACS) Circuits (2) Initial Setup - ASTRO Connectivity Services (ACS) Circuits (Yrs. 1 & 2) - Infrastructure Support Services Yr. 2	-	\$1,612,823	\$1,612,823
MDPD Sub-Total		\$111,650,185	\$86,140,841

Description	Contract Price
MDPD Sub-Total	\$86,140,841
Negotiated Volume Purchase Incentive	-\$7,065,859
Negotiated Infrastructure Incentive	-\$1,657,816
Negotiated Large Purchase Incentive	-\$2,408,816
Additional Negotiated APXNEXT CAD & ViQi Virtual Partner Integration Incentive	-\$200,000
Additional Negotiated Backup Hosted SmartConnect Incentive	-\$226,747
Additional Negotiated Subscriber Incentive	-\$2,182,750
Additional Negotiated Mobile Upgrade Incentive - Qty 2720 APX6500 to APX8500 Single-Band	-\$1,365,679
Additional Negotiated Genesis Incentive	-\$27,654
MDPD Total After Year 1 Incentives	\$71,005,520
MDPD Subscriber Services Outyears 3-5 MSRP	\$10,515,457
Additional Negotiated Subscriber Smart Services & Warranty Outyears Incentive Through Year 5	-\$1,051,546
Additional Negotiated Cache Subscriber Services Incentive Through Year 5 (Qty 300 Portable, Qty 170 Mobiles)	-\$424,710
MDPD Subscriber Services Outyears 3 - 5 Total after Incentives	\$9,039,201
MDPD Grand Total with Subscribers Services Outyears 3 - 5 <i>(Validity to August 23rd, 2022)</i>	\$80,044,721
Contingency Fund*	\$150,000
MDPD Grand Total w/ Subscriber Services Outyears 3-5 & Contingency Fund <i>(Validity to August 23rd, 2022)</i>	\$80,194,721
MDPD Grand Total w/ Subscriber Services Outyears 3-5 & Contingency Fund <i>(Validity from August 24th, 2022, to October 23rd, 2022)</i>	\$80,993,549

* Contingency Fund - for up to \$150,000 for additional radio equipment to address any changes in fleet with possible increases in mobiles, portables, accessories or other items.

9.2 REMOTE SPEAKER MICROPHONE (RSM) SELECTION & INCENTIVE

Miami-Dade Police Department reserves the right to select either the Wired or Bluetooth (BT) wireless RSM Kit (includes RSM, Two batteries & Dual-unit Charger) on a per radio basis. The BT RSM selection is valued at \$125 more than Wired RSM, per unit. Upon availability of the BT RSM, the following options apply:

- Equipment Exchange – MDPD can trade-in the Wired RSM for a BT RSM Kit at no additional cost, as long as the Wired RSM is in working condition during the initial purchase period. If MDPD elects to exchange Wired RSMs for Bluetooth RSM Kits, MDPD will have up to 60 days from when a quantity of 20 commercially available Bluetooth RSM Kits has been provided to MDPD to complete their evaluation. MDPD will then have 90 days to decide how many units to exchange and initiate a no-cost exchange with Motorola.
- Wired RSM Purchase – After electing to exchange Wired RSMs for the BT RSMs, MDPD has the option to keep the Wired RSMs for an additional price of \$200/unit.

9.3 5-YEAR SMART SERVICES & WARRANTY

9.3.1 Detailed Smart Services & Warranty Outyears 3 - 5

Description	Invoice Timing	Invoice Amount
Years 1 & 2 of Application Services & Warranty ***	N/A	Included
Year 3 of Application Services & Warranty ***	Two Years after Initial Service Activation	\$3,505,152
Year 4 of Application Services & Warranty ***	Three Years after Initial Service Activation	\$3,505,152
Year 5 of Application Services & Warranty ***	Four Years after Initial Service Activation	\$3,505,152

*** Includes the following:

APX NEXT Portables – Qty. 4940

- Advanced Coverage with Accidental Damage Warranty
- SmartProgramming Service
- SmartConnect Service
- SmartLocate Service
- SmartMapping Service
- SmartMessaging Service

APX Mobiles & Consolettes – Qty. 2874

- SmartProgramming Service
- SmartConnect Service

CommandCentral Logins – Qty. 1000

Motorola shall provide freeSmart Services through 10 years for the cache Radios listed below:

300 APXNEXT XE Portables

- SmartProgramming Service
- SmartConnect Service
- SmartLocate Service
- SmartMapping Service
- Smart Messaging Service

170 APX8500 Mobiles

- SmartConnect Service
- SmartProgramming Service

Continuation of 8.3.1.

Device Type	Service	Qty.	Price / Yr.	Annual Total	Yrs.	Yrs. 3 - 5
Portables	APXNEXT ADVANCED WITH ACCIDENTAL DAMAGE	4940	\$210	\$1,037,400	3	\$3,112,200
Mobile	APXMOBILE WARRANTY	2847	Included	Included	-	-
Annual Warranty Total				\$1,037,400		
3 Year Warranty Total						\$3,112,200
Portables	APXNEXT SMART PROGRAMMING	4940	\$75	\$370,500	3	\$1,111,500
Portables	APXNEXT SMART CONNECT	4940	\$75	\$370,500	3	\$1,111,500
Portables	APXNEXT SMART LOCATE	4940	\$75	\$370,500	3	\$1,111,500
Portables	APXNEXT SMART MAPPING	4940	\$75	\$370,500	3	\$1,111,500
Portables	APXNEXT SMART MESSAGING	4940	\$75	\$370,500	3	\$1,111,500
Mobile	APXMOBILE SMART PROGRAMMING	2847	\$144	\$409,968	3	\$1,229,904
Mobile	APXMOBILE SMART CONNECT	2847	\$144	\$409,968	3	\$1,229,904
	CommandCentral Aware User Logins	1000	\$119	\$119,000	3	\$357,000
	Volume Incentive	-	-	-\$323,684	3	-\$971,052
Annual Smart Services / CommandCentral Aware Login Total				\$2,467,752		
3 Year Smart Services / CommandCentral Aware Login Total						\$7,403,256
Annual Warranty & Smart Services / CommandCentral Aware Login Total				\$3,505,152		
3 Year Warranty & Smart Services / CommandCentral Aware Login Total						\$10,515,456

9.3.2 Outyears 6 - 10 is provided only for MDPD planning purposes using guidelines below.

- **Initial Years 1 - 5 unit price per year**
 - o Portable Smart Service: \$75 per Smart Service per unit per year
 - o Mobile Smart Service: \$144 per Smart Service per unit per year
 - o Portable Maintenance: \$210 per unit per year
 - o Mobile Maintenance: \$101 per unit per year.
 - o CommandCentral Logins: \$119 per unit per year
- **Outyears 6 - 10 Price Escalation**
 - o CPI-based 8.3% escalator in year 6
 - o Inflation-based 3% escalator for years 7 – 10
- **Years 6 - 10 Incentive Commitment**
 - o 10% Discount on all maintenance and Smart Services
 - o Free Smart Services for designated Cache Radios
 - Qty. 800 Portables
 - Qty. 170 Mobiles

The below table describes Subscriber Maintenance and Smart Services Outyears 6 - 10 projected costs and incentives for planning purposes only per the above guidelines assuming the quantities stated below.

Year	Portable Maintenance	Portable Smart Service	Portable Projected Qty	Mobile Maintenance	Mobile Smart Service	Mobile Projected Qty	CommandCentral Logins	Total Projected
6	\$227	\$406	4,940	\$109	\$312	2,750	\$128,877	\$4,417,178
7	\$234	\$418	4,940	\$113	\$321	2,750	\$132,743	\$4,549,693
8	\$241	\$431	4,940	\$116	\$331	2,750	\$136,726	\$4,686,184
9	\$249	\$444	4,940	\$120	\$341	2,750	\$140,827	\$4,826,770
10	\$256	\$457	4,940	\$123	\$351	2,750	\$145,052	\$4,971,573
Projected MSRP Subtotal								\$23,451,398
Negotiated Backup SmartConnect Service (MDPD & MDPD) Outyears 6-10 Incentive								-\$424,674
Negotiated ACS (MDPD & MDPD) Outyears 6-10 Incentive								-\$359,430
Negotiated Outyears 6-10 Incentive								-\$2,219,589
Negotiated Outyears 6-10 Cache Radio Incentive (Qty 800 Portables, Qty 170 Mobiles)								-\$1,811,206
Outyears 6-10 Projected Price								\$18,636,500
Effective Discount								21%

Year	Portable Maintenance after Incentive	Portable Smart Service after Incentive	Portable Projected Qty	Mobile Maintenance after Incentive	Mobile Smart Service after Incentive	Mobile Projected Qty	CommandCentral Logins after Incentive	Total Projected after Incentive
6	\$198	\$353	4,140	\$95	\$271	2,580	\$111,999	\$3,611,286
6	\$198	\$0	800	\$95	\$0	170	\$0	\$75,454
7	\$204	\$364	4,140	\$98	\$279	2,580	\$115,359	\$3,719,624
7	\$204	\$0	800	\$98	\$0	170	\$0	\$77,717
8	\$210	\$374	4,140	\$101	\$288	2,580	\$118,820	\$3,831,213
8	\$210	\$0	800	\$101	\$0	170	\$0	\$80,049
9	\$216	\$386	4,140	\$104	\$296	2,580	\$122,385	\$3,946,149
9	\$216	\$0	800	\$104	\$0	170	\$0	\$82,450
10	\$222	\$397	4,140	\$107	\$305	2,580	\$126,056	\$4,064,534
10	\$222	\$0	800	\$107	\$0	170	\$0	\$84,924
Total Projected Negotiated Price after Incentives								\$18,636,500

9.4 OPTIONAL FUTURE SERVICES

Description	Deployment & Integration Services	Cost / Device / Yr.	Invoice Amount for 4940 Devices
APXNEXT CAD Interface	\$100,000	\$75 / Device / Yr.	\$370,500
ViQi Queries	\$100,000	\$75 / Device / Yr.	\$370,500

The APXNEXT CAD Interface will be available to work with 3rd party CAD providers in 2024. ViQi Virtual Partner queries is pending FDLE approval and can be added as a service upon availability.

9.5 BACKUP HOSTED SMARTCONNECT SERVICE

SmartConnect Service to host a set of SmartConnect LTE Groups on the Motorola Hosted System as a service:

- One-time Initial Setup of up to 8000 devices
- Annual hosted service for up to 8000 devices

Description	Price
Initial Setup	Included
Year 1 of Hosted SmartConnect	Included
Year 2 of Hosted SmartConnect	Included
Year 3 of Hosted SmartConnect	\$40,314
Year 4 of Hosted SmartConnect	\$41,524
Year 5 of Hosted SmartConnect	\$42,769
Services & Warranty Total for Yrs. 1 - 5	\$226,747

Additional Negotiated Backup Hosted SmartConnect Service Years 1 - 5 Incentive of \$226,747 applied to equipment purchase as listed in Section 8.1.

Description	Price
Year 6 of Hosted SmartConnect	\$44,052
Year 7 of Hosted SmartConnect	\$45,374
Year 8 of Hosted SmartConnect	\$46,735
Year 9 of Hosted SmartConnect	\$48,137
Year 10 of Hosted SmartConnect	\$49,581
Services & Warranty Total for 1 Yrs. 6 - 10	\$233,879

Additional Negotiated Backup Hosted SmartConnect Service Years Incentive of \$233,879 committed to Years 6 - 10 as listed in Section 8.3.2 as a combined MDPD & MDPD discount. Additionally, Section 8.3.2 includes an incentive commitment for MDPD's portion of Backup

Hosted SmartConnect for Years 6 - 10 valued at \$190,794, for a Grand Total Incentive commitment to MDPD of \$424,673.

9.6 DEDICATED RADIO TECHNICIANS

Description	Qty	Annual Cost / Technician
Full-time Dedicated Radio Technician - Trained Technician - Test Equipment & Vehicle - Programming & Provisioning of Radios & 5G Routers after initial deployment - Programming & Provisioning of CommandCentral after initial deployment - Preventive Maintenance of Radios - Assist with ongoing provisioning of SmartConnect Groups on backup Core - Section 4 lists detailed responsibilities	2	\$225,000
Year 1 Cost		Included
Year 2 Cost		Included
Year 3 Cost		\$496,125.00
Year 4 Cost		\$520,931.25
Year 5 Cost		\$546,977.81

9.7 ASTRO CONNECTIVITY SERVICES FOR SMARTCONNECT (2) DEDICATED ACS CIRCUITS

ASTRO Connectivity Services - Dedicated Circuits

- Dispatch Services & Onsite repair (24hrs / 7days per week)
- Circuit monitoring & response

Description	Included
Initial Setup	Included
Year 1 of ASTRO Connectivity Services	Included
Year 2 of ASTRO Connectivity Services	Included
Year 3 of ASTRO Connectivity Services	\$41,304
Year 4 of ASTRO Connectivity Services	\$42,542
Year 5 of ASTRO Connectivity Services	\$43,818
Total for Years 1 - 5	\$256,696

Description	Invoice Amount
Year 6 of ASTRO Connectivity Services	\$45,134
Year 7 of ASTRO Connectivity Services	\$46,488
Year 8 of ASTRO Connectivity Services	\$47,882
Year 9 of ASTRO Connectivity Services	\$49,318
Year 10 of ASTRO Connectivity Services	\$50,798
Total for Years 6 - 10	\$239,620

Negotiated ASTRO Connectivity Services (ACS) Incentive of \$239,620 committed to Years 6 - 10 in listed in Section 8.3.2. Additionally, Section 8.3.2 includes an incentive commitment for MDPD's portion of ACS for Years 6 - 10 valued at \$119,810, for a Grand Total Incentive commitment to MDPD of \$359,430.

9.8 INFRASTRUCTURE SUPPORT SERVICES

Description	Annual Cost
<p>ASTRO 25 Core, CloudConnect Server & Sierra Wireless ACM Servers</p> <ul style="list-style-type: none"> - Remote Technical Support - Dispatch Services (24hrs/7days per week) - OnSite Infrastructure Response - Annual Preventive Maintenance Check - Network Event Monitoring - Network Hardware Repair with Advanced Replacement - Network Updates - Security Update Service - Security Monitoring <p>Dispatch Center Back-up Radios & Routers</p> <ul style="list-style-type: none"> - Remote Technical Support - Dispatch Services (24hrs/7days per week) - OnSite Infrastructure Response - Annual Preventive Maintenance Check - Board Repair & Replacement 	-
Year 1 Cost	Included in Warranty
Year 2 Cost	Included
Year 3 Cost	\$598,640.17
Year 4 Cost	\$621,078.11
Year 5 Cost	\$645,234.71

9.9 GENESIS ESA

Genesis GenWatch Essential Services Agreement.

Description	Invoice Amount
Year 1 Annual	Included
Year 2 Annual	Included
Year 3 Annual	\$31,768
Year 4 Annual	\$32,721
Year 5 Annual	\$33,703
Total for Years 1 - 5	\$98,193

Description	Invoice Amount
Year 6 Annual	\$34,714
Year 7 Annual	\$35,755
Year 8 Annual	\$36,828
Year 9 Annual	\$37,933
Year 10 Annual	\$39,071
Total for Years 6 - 10	\$184,302

SECTION 10

PAYMENT MILESTONES

10.1 PAYMENT SCHEDULE

MDPD will make payments to Motorola Solutions upon invoice as set forth in the Agreement. Payment for the System purchase will be in accordance with the following milestones.

10.2 SYSTEM PURCHASE (EXCLUDING SUBSCRIBERS)

1. 15% of the System Price due upon Contract Execution (due upon effective date).
2. 15% of the System Price due upon Contract Design Review.
3. 20% of the System Price due upon Shipment of Equipment for P25 Master Site, Consoles and Location Servers.
4. 15% of the System Price due upon Installation of P25 Master Site, Consoles & Location servers.
5. 10% of the System Price due upon Shipment of Equipment for Backup Control Stations.
6. 5% of the System Price due upon Installation of Backup Control Stations.
7. 15% of the System Price due upon Programming & Installation of Mobile & Portable Radios.
8. 5% of the System Price due upon Final Acceptance.

10.3 SUBSCRIBERS PURCHASE

100% of the Subscriber Contract Price will be invoiced upon receipt and acceptance, not to exceed ten (10) calendar days post-delivery (as shipped). Subscribers will be shipped in lots of no more than 500 units, every 10 calendar days, unless mutually agreed upon.

10.4 LIFECYCLE SUPPORT & SUBSCRIPTION BASED SERVICES

Motorola Solutions will invoice MDPD annually in advance of each year of the plan per Sections 9.5, 9.6, 9.7, 9.8 and 9.9.

10.5 PARTIAL SHIPMENTS

Motorola Solutions reserves the right to make partial shipments of equipment and to invoice per section 9.3.

SECTION 11

DISCOUNT SCHEDULE FOR FUTURE EQUIPMENT PURCHASES

Quantities	Discounted Product(s)	Discount
1-499	APX & APXNEXT P25 Radio Equipment	27%
	APX Radio Accessories	27%
500-999	APX & APXNEXT P25 Radio Equipment	30%
	APX Radio Accessories	28%
1000-1999	APX & APXNEXT P25 Radio Equipment	33%
	APX Radio Accessories	29%
2000 plus	APX & APXNEXT P25 Radio Equipment	35%
	APX Radio Accessories	30%

Infrastructure, 3 rd Party Equipment & Services	Discount
Motorola Fixed Network Equipment	15%
Motorola Drop-ship Equipment	8%
Wireless Broadband Networking & LTE Equipment	5%
Video Security Solutions	5%
Installation, Support & Subscription Services	0%

**SURFSIDE POLICE VEHICLE
INTENED TO BE DEALINED**

Description	Cost	Amount	Total		
YEAR	VEHICLE	MAKE	MODEL	VIN	MILEAGE
2012	423	DODGE	CHARGER	2C3CDXAG0CH114817	88135
2012	427	DODGE	CHARGER	2C3CDXAG0CH114820	68546
2012	522	DODGE	CHARGER	2C3CDXAG6CH305285	119410
2012	525	DODGE	CHARGER	2C3CDXBG7CH285515	122657
2014	541	DODGE	CHARGER	2C3CDXAG1EH235097	77838
2014	542	DODGE	CHARGER	2C3CDXAGXEH235096	72289
2015	552	FORD	EXPLORER	1FM5K8AR6FGB41002	155533
2015	553	FORD	EXPLORER	1FM5K8AR8FGB41003	112725
2017	571	FORD	TAURUS	1FAHP2L80HG111006	86134

**SURFSIDE POLICE DEPARTMENT
FY23 VEHICLE PURCHASE COST BY VENDOR**

Vendor	Description	Total
Garber Ford	Nine Ford hybrid Police Interceptors Utility	\$ 439,542.00
Motorola	Five Base Radios for Police Vehicles W/ Three Year Maintenance	\$ 33,164.80
Miami-Dade Information Technology Dept.	Programing of new Base Radios / Four Radio Instalation Kits	\$ 1,326.20
HG2 Emergency Lighting	Emergency Lighting and Other Equipment for Vehicles	\$ 91,145.75
Sign Savers	Decals for Marked Vehicles	\$ 8,800.00
		\$ 573,978.75

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF NINE (9) 2023 FORD POLICE INTERCEPTOR UTILITY VEHICLES, TOGETHER WITH (i) EMERGENCY LIGHTING EQUIPMENT, (ii) GRAPHICS, (iii) RADIO EQUIPMENT, AND (iv) RADIO PROGRAMMING FOR EACH POLICE VEHICLE; FINDING THAT THE PURCHASE OF THE POLICE VEHICLES, EMERGENCY LIGHTING EQUIPMENT AND RADIO EQUIPMENT ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) Police Department is in need of nine new 2023 Ford Police Interceptor Utility Vehicles (collectively, the “Police Vehicles”) to enhance patrol of the Town for the safety of its residents and visitors and facilitate the provision of day-to-day operations of the Police Department; and

WHEREAS, the Town Commission finds that the purchase contemplated by the Town for the Police Vehicles has already been competitively bid by the Florida Association of Sheriffs (“Sheriffs’ Bid”) and is exempt from competitive bidding pursuant to Section 3-13(3) of the Town’s Code (“Code”); and

WHEREAS, the Sheriffs’ Bid resulted in the Florida Association of Sheriffs’ Contract Number FSA22-VEL30.0 (“Sheriffs’ Contract”), which allows local governments statewide to utilize the Sheriffs’ Contract for their own benefit and pricing; and

WHEREAS, the Town Commission seeks to authorize the Town Manager to purchase the Police Vehicles at a total cost of \$439,542.00 from Garber Ford, Inc. (“Garber Ford”) based on the pricing of the Sheriffs’ Contract pursuant to Section 3-13(3) of the Town’s Code and consistent with the quote attached hereto as Exhibit “A” (the “Vehicle Purchase”); and

WHEREAS, the Town Commission further desires to authorize the purchase and installation of (i) emergency lighting equipment (“Lighting”), (ii) white vinyl and reflective decal graphics (“Graphics”), (iii) radio equipment (“Radios”), and (iv) radio programming for the Police Vehicles; and

WHEREAS, the Town Commission finds that the purchase of the Lighting is exempt from competitive bidding per Section 3-13(3) of the Town Code, pursuant to a contract awarded by the Seminole County to HG2 Emergency Lighting LLC (“HG2”) for Lighting through competitive bid Contract CA No. 2021-02 (“Seminole County Contract”); and

WHEREAS, the Town Commission wishes to authorize the Town Manager to purchase the Lighting for the Police Vehicles at a total cost of \$91,145.75 from HG2, consistent with the quote attached hereto as Exhibit “B” (“Lighting Purchase”); and

WHEREAS, the Town Commission wishes to further authorize the Town Manager to purchase the Graphics for the Police Vehicles at a cost of \$1,100.00 per vehicle, for a total cost of \$8,800.00 from Sign Savers, Corp. (“Sign Savers”), consistent with the quote attached hereto as Exhibit “C” (the “Graphics Purchase”); and

WHEREAS, the Town Commission finds that the purchase of the Radios is exempt from competitive bidding per Section 3-13(3) of the Town Code, and pursuant to the contract awarded by Miami-Dade County to Motorola Solutions, Inc. (“Motorola”) for the Radios through Contract No. D-10253 (the “County Contract”); and

WHEREAS, the Town Commission desires to authorize the Town Manager to purchase the Radios from Motorola at a cost of \$33,164.80, consistent with the quote attached hereto as Exhibit “D” (the “Radio Purchase”) and the related Radio programming

from Miami-Dade County (the “County”) at a cost of \$1,326.20, consistent with the quote attached hereto as Exhibit “E” (“Radio Programming”); and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization to Purchase Police Vehicles; Together with Emergency Lighting Equipment, Graphics, Radio Equipment and Radio Programming. The Town Commission hereby approves and authorizes the Vehicle Purchase from Garber Ford in the amount of \$439,542.00 in accordance with the quote attached hereto as Exhibit “A.” The Town Commission further approves and authorizes: (i) the Lighting Purchase for the Police Vehicles from HG2 in accordance with the quote attached hereto as Exhibit “B” for a total cost of \$91,145.75; (ii) the Graphics Purchase for the Police Vehicles from Sign Savers in accordance with the quote attached hereto as Exhibit “C” for a total cost of \$8,800.00; (iii) the Radio Purchase for the Police Vehicles from Motorola in accordance with the quote attached hereto as Exhibit “D” for a total cost of \$33,164.80, and (iv) the Radio Programming for the Radios from the County in accordance with the quote attached hereto as Exhibit “E” for a total cost of \$1,326.20. The Police Vehicle Purchase, the Lighting Purchase, the Graphics Purchase, the Radio Purchase, and the Radio Programming are a total collective amount not to exceed \$573,978.75.

Section 3. Exemption from Competitive Bidding. The Town Commission hereby finds that the Vehicle Purchase utilizing the Sheriffs' Contract, the Lighting Purchase utilizing the Seminole County Contract, and the Radio Purchase utilizing the County Contract are exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

Section 4. Implementation. That the Town Commission hereby authorizes the Town Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



TOWN OF SURFSIDE

Specification #	226
Unit Description	INTERCEPTOR GAS K8A/GAS

Prepared for: Prepared by:

10/12/2022
TOWN OF SURFSIDE
ATTN: ELINOR JOSEPH
EJOSEPH@TOWNOFSURFSIDE.GOV
305.861.4862

Garber Ford, Inc.
Todd Brandt
(904) 264-2442 ext.2348 FAX: (904) 284-0054
3380 Hwy 17 Green Cove Springs, FL 32043
tbrandt@garberautomall.com



Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org)
Purchasing contract number is FSA22-VEL30.0 Pursuit, Administrative & Other Vehicles, expiring September 30th, 2023. If you have any questions regarding this quote please call!

	CENTRAL ZONE	
K8A/ 99B	2023 FORD INTERCEPTOR UTILITY AWD, GAS, K8A	\$43,910.00

Codes	Optional Equipment	Unit Price	Net Price
500A	POLICE PACKAGE	Included	\$0.00
99W	3.3L V6 HYBRID ENGINE	Included	\$0.00
44B	10-SPEED AUTOMATIC TRANSMISSION	Included	\$0.00
M7	SOLID EXTERIOR PAINT: CARBONIZED GRAY	Included	\$0.00
F6	CLOTH BUCKETS W/REAR CLOTH CHARCOAL BLACK	Included	\$0.00
65U	INTERIOR UPGRADE PACKAGE	389	\$389.00
DSPOT	DELETE DRIVERS SIDE SPOT LAMP	-150	(\$150.00)
60A	GRILLE PREWIRING	49	\$49.00
86T	PREDRILLED HOLE IN TAILLAMP	59	\$59.00
18D	GLOBAL UNLOCK: NO CHARGE	0	\$0.00
76P	PRE-COLLISION SYSTEM	144	\$144.00
55F	KEYLESS ENTRY PACKAGE	Included	\$0.00
64E	18" ALUMINUM WHEELS	474	\$474.00
16D	BADGE DELETE	0	\$0.00
17A	REAR AC/HEATER	609	\$609.00
17T	RED/WHITE CARGO DOME LIGHT	49	\$49.00
55B	BLIND SPOT INFORMATION SYSTEM	544	\$544.00
76R	REVERSE SENSING SYSTEM	274	\$274.00
92G	2ND ROW, REAR QUARTER & LIFTGATE WINDOW SOLAR TINT	119	\$119.00
	5YR/75,000 MILES FORD EXTRA CARE WAR W/\$0 DEDUCTIBLE	2240	\$2,240.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
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			\$0.00
			\$0.00
			\$0.00
			\$0.00
DEL	DELIVERY	0	\$0.00
TOTAL			\$ 48,710.00



HG2 Emergency Lighting
 20962 Sheridan St
 Fort Lauderdale, FL 33332 US
 954-639-7212
 ali@hg2lighting.com
 www.hg2lighting.com

Estimate

ADDRESS
Town of Surfside 9293 Harding Ave Surfside, FL 33154 United States

SHIP TO
Town of Surfside 9293 Harding Ave Surfside, FL 33154 United States

ESTIMATE #	DATE
1258	10/14/2022

VEHICLE
 Marked Half Cage

VIN#
 2023 Ford PIU

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Misc	48" Lightbar Blue/Blue Whelen - LIB48BB	6	1,699.00	10,194.00T
HG22PC62BW	HG2 Blue/Blue 62" Side Runner Kit with Controller - HG22PC62BB	6	699.00	4,194.00T
HG2STB	HG2 4 Corner Strobe Lights White - HG2STB	6	600.00	3,600.00T
Misc	Whelen Blue/Blue Grill Lights in Factory Ford Knock Outs - MCRNTB	12	129.00	1,548.00T
Misc	Activate Factory Wig Wags - WWPIU20	6	149.00	894.00T
Misc	HG2 Blue/Blue Rear Visor with Traffic Advisor - HG2RWPIU20-BB	6	799.00	4,794.00T
Misc	Jotto Half Prisoner Cage with Window Bar and Door Panel With Prisoner Seat - JD-425-7160	6	2,732.00	16,392.00T
Misc	Whelen Light and Siren Controller - 295SLSA6	6	525.00	3,150.00T
Misc	100 Watt Speaker - HG2100WSP	6	199.00	1,194.00T
Misc	Power Inverter 500 Watt Samplex	6	169.00	1,014.00T
Misc	Havis Console with Cup Holder and Arm Rest - HAV-CNPIU20	6	699.00	4,194.00T
Misc	Havis Laptop Stand HAV-LTPPIU20	6	525.00	3,150.00T
Misc	Setina Dual Weapon Vault - SET-DWV2DR	6	2,150.00	12,900.00T
Labor	Labor/Installation	6	1,700.00	10,200.00T
Installation-Kit	Installation Kit	6	75.00	450.00T
Discount	Seminole County Sheriff's Office Contract Pricing	6	-2,800.75	-16,804.50T

SUBTOTAL 61,063.50
 TAX (0%) 0.00
TOTAL \$61,063.50

Accepted By

Accepted Date



HG2 Emergency Lighting
 20962 Sheridan St
 Fort Lauderdale, FL 33332 US
 954-639-7212
 ali@hg2lighting.com
 www.hg2lighting.com

Estimate

ADDRESS
Town of Surfside 9293 Harding Ave Surfside, FL 33154 United States

SHIP TO
Town of Surfside 9293 Harding Ave Surfside, FL 33154 United States

ESTIMATE #	DATE
1259	10/14/2022

VEHICLE
 Traffic

VIN#
 2023 Ford PIU

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Misc	HG2 Blue/Blue Front Visor - HG2FWPIU20-BB	2	1,099.00	2,198.00T
HG22PC62BW	HG2 Blue/Blue 62" Side Runner Kit with Controller - HG22PC62BB	2	699.00	1,398.00T
HG2STB	HG2 4 Corner Strobe LightsWhite - HG2STB	2	600.00	1,200.00T
Misc	Whelen Blue/Blue Grill Lights in Factory Ford Knock Outs - MCRNTB	4	129.00	516.00T
Misc	HG2 Blue/Blue Side Quarter Window Light 3 Light Driver and Passenger side - HG2QTRPNL-BB	2	599.00	1,198.00T
Misc	HG2 6 Head Blue/Blue Grill Light - HG26HLS-BB	2	499.00	998.00T
Misc	Activate Factory Wig Wags - WWPIU	2	149.00	298.00T
Misc	HG2 Blue/Blue Rear Visor with Traffic Advisor - HG2RWINTSUV20-BB	2	799.00	1,598.00T
Misc	HG2 Blue/Blue Lower Back Window Lights - HG2DS2BB	4	279.00	1,116.00T
Misc	HG2 Blue/Blue Tag Lights - HG2DS1BB	4	169.00	676.00T
Misc	HG2 Blue/Blue Dash Light - HG2DLBB	2	349.00	698.00T
Misc	Taillight Flasher - TLFPIU	2	249.00	498.00T
Misc	Half Prisoner Cage with Window Bar and Door Panel with Plastic Prisoner Seat - JD-475-7163HG2	2	2,732.00	5,464.00T
Misc	Whelen Light and Siren Controller - 295SLSA6	2	525.00	1,050.00T
Misc	HG2 100 Watt Speaker - HG2100WSP	2	199.00	398.00T
Misc	Power Inverter - Samplex 500W	2	169.00	338.00T
Misc	Havis Console with Cup Holder and Arm Rest - HAV-CNPIU-20	2	699.00	1,398.00T
Misc	Havis Laptop Stand - HAV-LTPPIU-20	2	525.00	1,050.00T

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Misc	Setina Dual Weapon Vault - ST-WV2DWL	2	2,150.00	4,300.00T
Labor	Labor/Installation	2	1,750.00	3,500.00T
Installation-Kit	Installation Kit	2	75.00	150.00T
Discount	Seminole County Sheriff's Office Contract Pricing	2	-3,285.00	-6,570.00T

SUBTOTAL 23,470.00

TAX (0%) 0.00

TOTAL \$23,470.00

Accepted By

Accepted Date



HG2 Emergency Lighting
 20962 Sheridan St
 Fort Lauderdale, FL 33332 US
 954-639-7212
 ali@hg2lighting.com
 www.hg2lighting.com

Estimate

ADDRESS
Town of Surfside 9293 Harding Ave Surfside, FL 33154 United States

SHIP TO
Town of Surfside 9293 Harding Ave Surfside, FL 33154 United States

ESTIMATE #	DATE
1260	10/14/2022

VEHICLE
Admin

VIN#
2023 Ford PIU

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Misc	HG2 Blue/Blue Front Visor - HG2FWINTSUV20BB	1	1,099.00	1,099.00T
HG22PC62BW	HG2 Blue/Blue 62" Side Runner Kit with Controller - HG22PC62BW	1	699.00	699.00T
HG2STB	HG2 4 Corner Strobe Lights White - HG2STB	1	600.00	600.00T
Misc	HG2 Blue/Blue Side Quarter Window Light 3 Light Upper Mount - HG2QTRBBINT20-BB	1	599.00	599.00T
Misc	HG2 6 Head Blue/Blue Grill Light - HG26HLSBB	1	499.00	499.00T
Misc	Activate Factory Wig Wags - WWFPIU	1	149.00	149.00T
Misc	HG2 Blue/Blue Rear Visor with Traffic Advisor - HG2RWINSUV20-BB	1	799.00	799.00T
Misc	HG2 Blue/Blue Lower Back Window Lights - HG2DS2BB	2	279.00	558.00T
Misc	Taillight Flasher - HG2TLFPIU	1	249.00	249.00T
Misc	Whelen Light and Siren Controller - 295SLSA6	1	525.00	525.00T
Misc	HG2 100 Watt Speaker - HG2100WSP	1	199.00	199.00T
Misc	Ford Factory Alarm System with Remote Start - FFRSVS	1	599.00	599.00T
Labor	Removal and Installation of Rear Vault	1	429.00	429.00T
Labor	Labor/Installation	1	1,200.00	1,200.00T
Installation-Kit	Installation Kit	1	75.00	75.00T
Discount	Seminole County Sheriff's Office Contract Pricing	1	-1,665.75	-1,665.75T

SUBTOTAL 6,612.25
 TAX (0%) 0.00
TOTAL \$6,612.25

Accepted By

Accepted Date

The Sign Savers, Corp

12385 SW 129 CT

Suite 101

Miami, FL 33186

Estimate

Date	Estimate #
10/13/2022	7051

Name / Address
Surfside Police 9293 Harding Ave Surfside, FL 33154

Project

Item	Description	Qty	Rate	U/M	Total
Commercial Par...	Town of Surfside Police subdued carbonized gray reflective decals on doors and rear hatch	2	900.00		1,800.00
Commercial Ful...	Town of Surfside Police reflective decals on doors and rear hatch	6	900.00		5,400.00
Installation	Professional installation by a 3M certified installer	8	200.00		1,600.00
Price is subject to change. Variables that may affect pricing are: geographic location, make and model of vehicle, requests from t/a out of the ordinary.					
			Subtotal		\$8,800.00
50% non-refundable deposit is required to begin design/production. 3% credit card processing fee will be added to all credit card payments.			Sales Tax (7.0%)		\$0.00
			Total		\$8,800.00

Phone #	E-mail	Web Site
3059099967	jen@thesignsavers.com	www.thesignsavers.com

SURFSIDE POLICE DEPARTMENT

APX 6500 MOBILE RADIOS

OCTOBER 11, 2022



Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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EXECUTIVE SUMMARY

Motorola Solutions, Inc. (Motorola) is pleased to present Surfside Police Department with the following proposal. We thank you for the opportunity to continue working with the Town of Surfside on your communication needs.

This proposal includes APX 6500 Enhanced mobile radios. The rugged and compact design of the evolved APX 6500 mobile radio is designed to maximize the real estate in your vehicle and keep your entire agency safely connected. Now with integrated Wi-Fi, Bluetooth and SmartConnect, the APX 6500 gives you more ways to manage your radio and stay connected. And when your vehicle sustains a high impact, the radio can automatically alert dispatch.

Motorola Solutions values the opportunity to serve the Town of Surfside and the Surfside Police Department by providing world class, mission critical technology solutions. If you have any questions, please contact Josh Trifiletti at 954-736-9056.



SYSTEM DESCRIPTION

2.1 APX 6500 ENHANCED MOBILES

2.1.1 APX 6500 with E5 and O3 (Covert) Control Heads

BEST-IN-CLASS READABILITY

The E5 control head has a bright hi-res display combined with intelligent use of colors to provide all the information you need at-a-glance, day or night.

Flexible Installation

The APX 6500 is ideal for a growing ecosystem of vehicle installations. Its small and lightweight form factor simplifies installation.

Keep Voice and Data Protected

Multiple hardware encryption algorithms secure your voice and data while two-factor authentication ensures only valid radio users can access your system and critical databases.



E5 Control Head



O3 Control Head

2.2 APX 6500 MOBILE PRICING

2.2.1 6500 Enhanced Mobile Radio

All pricing is quoted based on the Miami-Dade Agreement D-10253 for Motorola Public Safety Radios and Capital Improvement Project.

APX6500 Mobiles Radio with E5 Control Head	Qty.
APX6500 Enhanced 7/800 Mobile	4
<i>P25 Trunking Phase 1</i>	-
<i>AES Encryption and ADP</i>	-
<i>OTAR w/ Multikey</i>	-
<i>Keypad Mic GCAI APX</i>	-
<i>Enhancement Level 2.</i>	-
<i>E5 Control Head Remote Mount</i>	-
<i>Essential Warranty – 3 Years</i>	-
<i>Antenna</i>	-
<i>15W Water Resistant Speaker</i>	-
Mobile Radio Removal and Installation On-Site	4
	Pricing
MSRP	\$39,523.20
Total Discount	-\$13,596.80
Grand Total	\$25,926.40

APX6500 Mobiles Radio with O3 Control Head	Qty.
APX6500 Enhanced 7/800 Mobile	1
<i>P25 Trunking Phase 1</i>	-
<i>AES Encryption and ADP</i>	-
<i>OTAR w/ Multikey</i>	-
<i>Keypad Mic GCAI APX</i>	-
<i>Enhancement Level 2.</i>	-
<i>O3 Control Head Remote Mount</i>	-
<i>Essential Warranty – 3 Years</i>	-
<i>Antenna</i>	-
<i>15W Water Resistant Speaker</i>	-
Mobile Radio Removal and Installation On-Site	1
	Pricing
MSRP	\$9,578.00
Total Discount	-\$3,449.60
Grand Total	\$6,128.40

Optional Items	Additional Cost
Three Years - Annual Preventative Maintenance for five Mobile Radios	\$1,110.00

John Healy

From: Martin, David (ITD) <David.Martin@miamidade.gov>
Sent: Tuesday, October 18, 2022 10:22 AM
To: John Healy
Subject: Motorola APX Radio programming charges

You don't often get email from david.martin@miamidade.gov. [Learn why this is important](#)

[NOTICE: This message originated outside of the Town of Surfside -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good Morning Captain Healy,

The standard programming charge for new radios is \$55 per radio based on a 0.5 hour technician rate set by the Miami Dade County budget manual for FY 22/23.

Regards

Dave Martin, Telecommunications Manager
Miami Dade County
Information Technology Department
Radio Communication Services Division
6010 SW 87th Avenue
Miami Florida 33173
Phone: 305-596-8055
Cell: 305-790-7638
Fax: 305-596-8839
Email davem@miamidade.gov

"Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure.

5 NEW VEHICLE
RADIOS TO BE
PROGRAMMED AT
\$55.00 PER
TOTAL \$275.00

Miami Dade ITD

CARLOS ROS
6010 SW 87 AVE
MIAMI, FL 33173
Phone (305) 596-8061



Quotation valid until: 30 Days November 12, 2022
Prepared by: Carlos Ros

Surfside P.D

Comments or special instructions:

Description	PRICE	Quantity	AMOUNT
7300M,KIT,INSTALL,TRMT	\$262.80	4	\$1,051.20
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		TOTAL	\$1,051.20

If you have any questions concerning this quotation, contact: **Carlos Ros 305-596-8061**

THANK YOU FOR YOUR BUSINESS!



MEMORANDUM

ITEM NO. 3G.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Hyatt, Town Manager

Date: November 15, 2022

Subject: **Approval and Acceptance of a Grant Agreement between the State of Florida and the Town of Surfside for the Champlain Towers South Memorial**

Town Administration recommends approval of the attached resolution.

On June 24, 2021, Champlain Towers South, a 12-floor condominium, partially collapsed. This sudden collapse has resulted in an unimaginable loss to the Surfside community. In an effort to honor and remember the 98 souls lost in the collapse, Surfside Remembrance Committee members, with the support of the Elected Officials and Town staff, are working on creating a Memorial.

The Town has been awarded a grant in the amount of \$1,000,000 exclusively for the Champlain Towers South (CTS) Memorial. This grant will be utilized to plan, design, and construct a memorial along Collins Avenue and 88th Street. Release is contingent upon approval of a plan that includes details on the design, placement, and installation of the Memorial and a detailed spend plan that identifies all implementation costs and timelines.

[Resolution Approving Grant from State CTS Memorial.DOCX](#)

[Exhibit A - Grant Award Agreement.pdf](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING A GRANT AWARD AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF STATE, DIVISION OF ARTS AND CULTURE, FOR THE CHAMPLAIN TOWERS SOUTH MEMORIAL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) has been awarded a grant by the State of Florida Department of State, Division of Arts and Culture (“State”), in the amount of \$1,000,000.00 for the Champlain Towers South Memorial Project (the “Project”); and

WHEREAS, the Grant in the amount of \$1,000,000.00 is for the Champlain Towers South (CTS) Memorial, with funding to be utilized to plan, design, and construct a memorial along Collins Avenue and 88th Street contingent upon approval of a plan that includes details on the design, placement, and installation of the Memorial and a spending plan that identifies all implementation costs and timelines; and

WHEREAS, the Town desires to accept the Grant and enter into a Grant Award Agreement, in substantially the form attached hereto as Exhibit “A,” with the State (the “Grant Agreement”); and

WHEREAS, the Town Commission finds that the Grant Agreement and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Acceptance and Approval. The Town Commission hereby approves and accepts the Grant from the State in the amount of \$1,000,000.00 and approves the Grant Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization to Execute Grant Agreement, Amendments. The Town Manager is authorized to execute the Grant Agreement, in substantially the form attached hereto as Exhibit "A," and any amendments and/or renewals to the Grant Agreement, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Grant Agreement, and any amendments and/or renewals thereto, and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____

Commissioner Marianne Meisheid _____

Commissioner Nelly Velasquez _____

Vice Mayor Jeffrey Rose _____

Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
TOWN OF SURFSIDE**

This Agreement is by and between the State of Florida, Department of State, Division of Arts and Culture hereinafter referred to as the “Division,” and the Town of Surfside hereinafter referred to as the “Grantee.”

The Grantee has been awarded a Cultural Facilities Grant (CSFA 45.014) by the Division, grant number 23.c.cf.900.833 for the project “Champlain Towers South Memorial – Line Item,” in the amount of \$1,000,000. Funds for this grant have been appropriated in the FY 2022-2023 General Appropriations Act on line 3200. The Division has the authority to administer this grant in accordance with Section 265.701, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the “Champlain Towers South Memorial – Line Item,” the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

The funds will be utilized to plan, design and construct a memorial within the Town of Surfside. The Surfside memorial will honor and remember the victims of the June 24th Champlain Towers South collapse. The project site is located along Collins Avenue and 88th Street.

Release is contingent upon the approval of a plan that includes details on the design, placement, and installation of the memorial and a detailed spend plan that identifies all implementation costs and timelines.

All tasks associated with the project will be performed by June 1, 2024. All project work will be completed under the supervision of a licensed architect or licensed contractor.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	Complete the 2022-2023 Cultural Facilities Grants Management Webinar and Quiz; develop plan that includes details on the design, placement, and installation of the memorial and a detailed spend	Certificate of Completion demonstrating a 100/100 score on the 2022-2023 Cultural Facilities Grants Management Quiz; copy of written plan that includes details on the design, placement, and	\$250,000

		plan that identifies all implementation costs and timelines.	installation of the memorial and a detailed spend plan that identifies all implementation costs and timelines.	
2	Fixed Price	Encumber grant funds; install project identification sign with Grant Funding Acknowledgement; complete at least 30 percent (30%) of the project prior to payment.	Signed contract(s) for the expenditure of all grant funds that includes the grant Scope of Work and Budget that has been approved by the Division; completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents (see Appendix 1), showing at least 60 percent (30%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks; photographic documentation of installed project identification sign with Grant Funding Acknowledgement.	\$250,000
3	Fixed Price	Complete at least 60% of the project prior to payment.	Completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents (see Appendix 1), showing at least 60 percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$250,000
4	Fixed Price	Complete at least 100 percent (100%) of the project prior to payment; execute Restrictive Covenant and file with the County clerk.	Completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), or their equivalents (see Appendix 1), and a Certificate of Substantial Completion (AIA Document G704) or a Contractor's Affidavit of Completion, showing 100 percent (100%) of the project completed, including all retainage amounts paid; documentation to	\$250,000

			support all paid expenditures including detailed paid invoices, bank records, and canceled checks; copy of recorded Restrictive Covenant.	
Totals				\$1,000,000

c) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and entitled Attachment A). All expenditures for this agreement shall be in accordance with this budget (Attachment A).

d) **Change Orders.** Should grant expenditures vary from the budgeted grant amount for any work item by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2022, and shall end June 1, 2024, unless terminated in accordance with the provisions of Section 37 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee’s written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Arts and Culture:

Teri R. Abstein
 Florida Department of State
 R.A. Gray Building
 500 South Bronough Street
 Tallahassee, FL 32399
 Phone: 850.245.6299
 Email: Teri.Abstein@dos.myflorida.com

For the Grantee:

Kristina Brown
 9293 Harding Avenue Surfside Florida 33154
 Phone: 954.860.2699
 Email: consultant@inallc.com

4. **Required Information Needed with Return of Signed Agreement.** Prior to the disbursement of funds, the Grantee must provide the following with the return of the signed Agreement.

- a) Signed Grant Award Agreement which details the Scope of Work and Deliverables.
- b) Legal Description of the Property. The Grantee has provided and attached the legal description of the property on which the cultural facility is or will be located, (which is incorporated as part of this Agreement and entitled Attachment C).
- c) Choose to Record a Restrictive Covenant or Purchase a Surety Bond. The Grantee has provided documentation that the Restrictive Covenant has been recorded with the Clerk of the Circuit Court of the county where the property is located, or provided a Surety Bond. (See Section 19 and 20)
- d) Corporate Nonprofit Status. The Grantee must provide a copy of the corporations' not-for-profit status and continue to maintain its not-for-profit eligibility, as a public entity or a tax-exempt Florida corporation, for the duration of the Restrictive Covenant or Surety Bond.
- e) Historic Preservation Review. The Grantee must submit the confirmation received from the Bureau of Historic Preservation regarding the historical significance of the property. Applies if structures are 50 years or older. (See Section 21)
- f) Submit a copy of the Grantee's Florida Substitute Form W-9. (See Section 7)

5. **Grant Payments.** All grant payments are requested online via <https://dosgrants.com> by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed \$1,000,000 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. All payments will be made in the amounts identified in the Deliverables identified in Section 1 of this agreement and all payments will be made in accordance with the completion of those Deliverables. The grant payment schedule is outlined below:

1. The first payment will be 25 percent (25%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and Performance Measures.
2. The second payment will be 25 percent (25%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and Performance Measures.
3. The third payment will be 25 percent (25%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and Performance Measures.
4. The fourth payment will be 25 percent (25%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and Performance Measures.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. This page also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). **An updated W-9 must be on file with www.myfloridacfo.com prior to release of payment. Grantee should confirm current W-9 is up to date prior to signing contract.**
8. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by submitting a Cultural Facilities Grant Amendment Request form to the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. Cultural Facilities Grant Amendment Requests should be made in the Division's online grant system after speaking with the program grant manager.
9. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a) First payment will be withheld if Deliverables are not satisfactorily completed.
 - b) Second payment will be withheld if Deliverables are not satisfactorily completed.
 - c) Third payment will be withheld if Deliverables are not satisfactorily completed.
 - d) Fourth payment will be withheld if Deliverables are not satisfactorily completed.
10. **Encumbrance of Funds.** To encumber means to have a signed contract with an architect or contractor for the expenditure of all grant and matching funds. The Grantee shall execute a binding contractual agreement for the entire Scope of Work. The Grantee shall submit project contracts to the Division for review and approval prior to execution. All grantees shall submit documentation demonstrating a competitive procurement process as part of their encumbrance documentation (See Section 40). The Grantee shall insert a provision in all of its subcontracts for services under this Agreement that subcontractors may not discriminate against any employee employed under the Subcontract, or against any applicant for employment because of race, religion, gender, national origin, age, disability or marital status. (See Section 35). Encumbrance documentation shall be submitted as part of the Deliverables and Performance Measures for the

second payment.

11. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports on grant progress will be submitted online through <https://dosgrants.com/>.

1. **First Project Progress Report** is due by January 15, 2023, for the period ending December 31, 2022
2. **Second Project Progress Report** is due by April 15, 2023, for the period ending March 31, 2023
3. **Third Project Progress Report** is due by July 15, 2023, for the period ending June 30, 2023
4. **Fourth Project Progress Report** is due by October 15, 2023, for the period ending September 30, 2023
5. **Fifth Project Progress Report** is due by January 15, 2024, for the period ending December 31, 2023
6. **Sixth Project Progress Report** is due by April 15, 2024, for the period ending March 31, 2024
7. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.

12. Grant Completion Deadline. The grant completion deadline is June 1, 2024. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 60 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 13 of this Agreement.

13. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6), unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide

documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

14. Credit Line(s) to Acknowledge Grant Funding. All construction projects shall display a project identification sign in a prominent location at the Project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and shall contain the following acknowledgment of grant assistance:

- a) “This project is sponsored in part by the State of Florida, Department of State, Division of Arts and Culture, the Florida Council on Arts and Culture (Section 286.25, *Florida Statutes*).”
- b) Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.

15. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (revised 11/2019), which are incorporated by reference and are available online at <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf>. In addition, the following are not allowed as grant or matching expenditures:

- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement
- b) General Operating Expenses (GOE). Administrative costs for running the organization (including but not limited to salaries, travel, personnel, office supplies, mortgage or rent, operating overhead or indirect costs, etc.)
- c) Costs associated with representation, proposal, or grant application preparation
- d) Costs incurred or obligated outside of the grant period
- e) Costs for lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency
- f) Costs associated with bad debts, contingencies (money set aside for possible expenses), fines and penalties, interest, taxes (of any kind), and other financial costs including bank fees and charges and credit card debts
- g) Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships
- h) Projects restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status

- i) Re-granting, contributions, and donations
- j) Reimbursement of costs that are paid prior to the execution of the Grant Award Agreement or outside the dates stated in the grant award agreement
- k) Also refer to Section 216.348, *Florida Statutes*, Fixed capital outlay grants and aids to certain nonprofit entities.

16. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

17. Repayment. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Division of Arts and Culture, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

18. Unrestricted Use and Access. The Grantee must maintain Unrestricted Use of the land and buildings associated with the Cultural Facility for a minimum of 10 years following the Grant Award (Grant Award means the date on which the Grant Award Agreement is fully executed).

- a) **Lease of Land and Buildings.** If the land and buildings are leased, the Division may, from time to time, require certification from the Grantee or the property owner that the lease is in full force and effect, that it has not been modified or terminated, and that the Grantee is not in default of the lease (or in the case of an owner, documentation of ownership is required). Failure to provide such certification will constitute a default hereunder, which will give the Division the right to terminate this Agreement and demand the return of all or a part of any funds already delivered, and/or to withhold funds from subsequent grants.
- b) **Retaining Ownership of Land and Buildings.** The owner of land and building(s) must retain ownership of the land and buildings, along with improvements made to the land and building(s), for at least 10 years following the Grant Award.

19. Restrictive Covenant. If the Grantee chooses to record a Restrictive Covenant and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Restrictive Covenant Amortization Schedule (incorporated into this Agreement and attached as Attachment C).

- 20. Surety Bond instead of a Restrictive Covenant.** If a Surety Bond is selected by the Grantee and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Surety Bond Amortization Schedule (incorporated into this Agreement and attached as Attachment D).
- 21. Historic Preservation Review.** If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Section 267.061(2)(a) and (b), *Florida Statutes*, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation ("Bureau"), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be released to Grantee in accordance with Section 5 of this Agreement.
- 22. Fortuitous Finds.** In the event of unexpected discoveries during ground disturbing activities within the project area:
- a) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section, at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization.
 - b) In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.
- 23. International Travel.**
In accordance with Section 15.182, *Florida Statutes* (International travel by state-funded musical, cultural, or artistic organizations; notification to the Department of State), the grantee shall notify the Department of State of any international travel at least 30 days before the date the international travel is to commence or, when an intention to travel internationally is not formed at least 30 days in advance of the date the travel is to commence, as soon as feasible after forming such travel intention. Notification shall include date, time, and location of each appearance.
- 24. Single Audit Act.** The grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

- 25. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of ten (10) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the ten-year period, the records shall be retained until the litigation, audit, or claim has been resolved. Retention period shall match the ten (10) year Restrictive Covenant or Surety Bond period.
- 26. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 27. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 28. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Arts and Culture grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. (OCHIP) Divisions include the Division of Arts and Culture, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.
- 29. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The name of the account(s) must include the grant award number;

- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

30. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

31. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

32. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.

33. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

34. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

35. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, religion, gender, national origin, age, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

36. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

37. Termination of Agreement. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

38. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

39. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses

incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

40. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*. All grantees shall submit documentation demonstrating a competitive procurement process as part of their encumbrance documentation (See Section 10).

a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below.

1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

41. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

42. Binding of Successors. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Arts and Culture.

43. No Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

44. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

- 45. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.
- 46. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 47. Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
 - b) Estimated Project Budget (Attachment A)
 - c) Legal Description of the Property (Attachment B)
 - d) Restrictive Covenant Provisions and Amortization Schedule (Attachment C) or Surety Bond and Amortization Schedule (Attachment D)
 - e) Single Audit Act Requirements and Exhibit 1 (Attachment E)
 - f) Schedule of Contract Values form (Appendix 1)

In acknowledgment of Grant Number 23.c.cf.900.833 provided for from funds appropriated in the FY 2022-2023 General Appropriation Act in the amount of \$1,000,000, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Sandy Shaughnessy, Director

Witness

Date

Grantee:

Authorizing Official Signature

Print Name & Title

Witness Signature

Date

ATTACHMENT A

Estimated Project Budget

Budget Item	Description	Grant Funds Used	Cash Match	Total
1	Consultant for TS Memorial Design Competition and Project Management Services	\$50,000	n/a	\$50,000
2	Contract Implementation Services for the Establishment of a TS Memorial	\$950,000	n/a	\$950,000
	Total	\$1,000,000	\$0	\$1,000,000

ATTACHMENT B

ATTACH LEGAL DESCRIPTION OF PROPERTY

ATTACHMENT C

Restrictive Covenant Provisions and Amortization Schedule

1. If the Grantee chooses to record a Restrictive Covenant, the Grantee, and the property owner(s) (if the land or buildings or both are leased by the grantee), shall execute and file a Restrictive Covenant with the Clerk of the Circuit Court in the county where the property is located, prior to the distribution of grant funds.
2. The Restrictive Covenant shall include the following provisions:
 - a) That the Restrictive Covenant shall run with title to the building(s) and the associated land and improvements funded by the grant, shall encumber them, and shall be binding upon the Grantee (and the owner(s), if different person(s), and the successors in interest), for (10) ten years from the Grant Award.
 - b) The owner(s) of the improvements made to the building(s) and associated land, funded in whole or in part by grant funds, must also execute the Restrictive Covenant.
 - c) The Grantee (and owners, if different persons) shall permit the Division to inspect the Cultural Facility and associated land at all reasonable times to determine whether the Grantee is in compliance with the Grant Award Agreement and the Restrictive Covenant.
 - d) The Grantee must maintain the building(s) as a “Cultural Facility.” For the purposes of this program, a “Cultural Facility” is defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the foregoing for any of the cultural disciplines listed in Section 265.283(7), *Florida Statutes*. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e) The Restrictive Covenant shall also contain the following amortization schedule for repayment of grant funds, should the Grantee or owners or their successors in interest violate the Restrictive Covenant.
 - a. If the violation occurs within five (5) years following the Grant Award, 100% of the grant amount;
 - b. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 80% of the grant amount;

- c. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 65% of the grant amount;
 - d. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 50% of the grant amount;
 - e. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 35% of the grant amount; and
 - f. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.
- f) Other provisions as agreed upon by the Division and the Grantee.

ATTACHMENT D

Surety Bond and Amortization Schedule

1. Any Grantee entering into a Grant Award Agreement with the Division for the acquisition, renovation, or construction of a Cultural Facility that chooses not to record a Restrictive Covenant must purchase a 10-year Surety Bond.
2. A certified copy of the Bond Agreement must be provided to the Division prior to the distribution of grant funds.
3. The Bond Agreement must:
 - a) Provide that the facility described in Attachment A: Scope of Work, incorporated by reference in the Grant Award Agreement, will be used as a “Cultural Facility” for (10) ten years following the Grant Award; A Cultural Facility means a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the arts and cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - b) Be purchased from a surety insurer authorized to do business in the Florida as a Surety;
 - c) Provide that there will be a violation of the Bond Agreement if the facility ceases to be used as a “Cultural Facility” as required by Section 265.701(4), *Florida Statutes*, within 10 years following the Grant Award, and that the surety insurer must immediately repay funds to the Division, pursuant to the following amortization schedule:
 1. If the violation occurs within three (3) years following the Grant Award, 100% of the grant amount;
 2. If the violation occurs more than three (3) but less than four (4) years following the Grant Award, 80% of the grant amount;
 3. If the violation occurs more than four (4) but less than five (5) years following the Grant Award, 70% of the grant amount;
 4. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 60% of the grant amount;
 5. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 50% of the grant amount;

6. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 40% of the grant amount;
7. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 30% of the grant amount;
8. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

ATTACHMENT E

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F -

Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office <http://www.ecfr.gov>

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 1. The Department of State through the dosgrants.com grants management system.
 2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 1. The Department of State through the dosgrants.com grants management system.
 2. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS: N/A

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, Cultural Facilities Grants, CSFA 45.014. Award Amount: \$1,000,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.



MEMORANDUM

ITEM NO. 3H.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Hyatt, Town Manager

Date: November 15, 2022

Subject: **Approval and Acceptance of Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for Matching Grant Towards Abbott Avenue Stormwater Improvements**

The Town Administration recommends Town Commission to accept and approve matching grant agreement with FDEP for the Abbott Avenue Stormwater Improvements.

As part of the State of Florida Resilient Florida Program, the Town of Surfside submitted a matching grant application towards the construction of the Abbott Avenue Stormwater Improvements Project. The project will increase pipe size and connections, and install new pump stations with three drainage wells at each station. The estimated total cost of the project is \$4,600,000 of which the FDEP matching funds are \$2,000,000.

[Resolution Approving FDEP Grant - Abbott Avenue Stormwater Improvements.DOCX](#)

[Grant agreement_Abbott Avenue Stormwater Improvements.pdf](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING A MATCHING GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE SURFSIDE ABBOTT AVENUE STORMWATER IMPROVEMENTS PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) submitted a matching grant application to the Florida Department of Environmental Protection (“FDEP”) pursuant to the Resilient Florida Program, for construction of the Town’s Abbott Avenue Stormwater Improvements Project (the “Project”); and

WHEREAS, the Project includes stormwater improvements along Abbott Avenue between 88th Street and 96^h Street, and will increase the Abbott Avenue stormwater pipe size and connections and install two new pump stations with three drainage wells at each station, for an estimated total cost of the Project of \$4,600,000.00; and

WHEREAS, FDEP has awarded the Town a matching grant (the “Grant”) in the amount of \$2,000,000.00 for the Project, which requires the Town to match the Grant funds with \$2,600,000.00; and

WHEREAS, the Town desires to accept the Grant and enter into a Grant Agreement with FDEP in substantially the form attached hereto as Exhibit “A” (the “Grant Agreement”); and

WHEREAS, the Town Commission finds that the Grant Agreement and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Acceptance and Approval. The Town Commission hereby approves and accepts the Grant from FDEP in the amount of \$2,000,000.00 and approves the Grant Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization to Execute Grant Agreement, Amendments. The Town Manager is authorized to execute the Grant Agreement, in substantially the form attached hereto as Exhibit "A," and any amendments and/or renewals to the Grant Agreement, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Grant Agreement, and any amendments and/or renewals thereto, and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____

Commissioner Marianne Meischeid _____

Commissioner Nelly Velasquez _____

Vice Mayor Jeffrey Rose _____

Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, *Florida Statutes*:

1. Project Title (Project): Town of Surfside's Abbott Avenue Stormwater Improvements Agreement Number: 22SRP55

2. Parties: State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Town of Surfside Entity Type: Local Government
Grantee Address: 9293 Harding Avenue, Surfside, Florida, 33154 FEID: 59-6000434 (Grantee)

3. Agreement Begin Date: 7/1/2022 Date of Expiration: 6/30/2025

4. Project Number: _____ Project Location(s): Miami-Dade County +
(If different from Agreement Number)

Project Description: The project will conduct necessary stormwater improvements along Abbott Avenue, between 88th Street and 96th Street, and along Harding Avenue in the Town of Surfside. The project will increase pipe size and connections and install new pump stations with three drainage wells at each station.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$2,000,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 2022/2023 GAA Line Item #1775A	\$2,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		\$2,600,000.00
Total Amount of Funding + Grantee Match, if any:			\$4,600,000.00

6. Department's Grant Manager Name: George Frisby or successor
Address: Resilient Florida Program
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: 850-245-8332
Email: George.Frisby@FloridaDEP.gov

Grantee's Grant Manager Name: Irina Mocanu or successor
Address: Town of Surfside
9293 Harding Avenue
Surfside, Florida, 33154
Phone: 305-993-1052
Email: imocanu@townofsurfsidefl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grant Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with § 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): <u>Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification</u>

8. The following information applies to Federal Grants only and is identified in accordance with 2 C.F.R. § 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Surfside

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Andrew Hyatt, Town Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, George Frisby

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Attachment 1

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

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- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22SRP55**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Surfside's Abbott Avenue Stormwater Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 56.5% match on the part of the Grantee. Therefore, the Grantee is responsible for providing 2,600,000.00 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

15. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

16. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22SRP55**

ATTACHMENT 3

PROJECT TITLE: Town of Surfside's Abbott Avenue Stormwater Improvements

PROJECT LOCATION: The Project is located in the Town of Surfside within Miami-Dade County, Florida.

PROJECT DESCRIPTION:

The Town of Surfside's Abbott Avenue Stormwater Improvements Project (Project) will conduct necessary stormwater improvements along Abbott Avenue within the Town of Surfside (Grantee). The Project will be completed between 88th Street and 96th Street and will increase pipe size and connections within Abbott Avenue and along Harding Avenue as well as install two new stormwater pump stations with three drainage wells at each station.

TASKS AND DELIVERABLES:

Task 1: Construction

Description: The Grantee will construct stormwater improvements along Abbott Avenue, between 88th Street and 96th Street, and will increase pipe size and connections as well as install two new pump stations with three drainage wells at each station, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. The Project may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits. The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover only a portion of the work described herein.

Deliverables: The Grantee will submit: 1) a copy of the final design and record (as-built) drawings; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding

DEP Agreement No.: 22SRP55

Page 1 of 2

Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than monthly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department’s receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Construction	Contractual Services	\$2,000,000	\$2,600,000	\$4,600,000	7/1/2022	3/31/2025
Total:			\$2,000,000	\$2,600,000	\$4,600,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see "AUDITS" below*), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 22.23	37.098	Resilient Florida Programs	2,000,000	140065
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,000,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.
3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
 - b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form**

Exhibit A

DEP Agreement No.:	22SRP55		
Project Title:	Town of Surfside's Abbott Avenue Stormwater Improvements		
Grantee Name:	Town of Surfside		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		
<p>INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in Attachment 3, Grant Work Plan: Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 2: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 3: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 4: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p>			

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F

DEP AGREEMENT NO. 22SRP55

TOWN OF SURFSIDE'S ABBOTT AVENUE STORMWATER IMPROVEMENTS

Town of Surfside

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22SRP55

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: **22SRP55**

Project Title: **Town of Surfside's Abbott Avenue Stormwater Improvements**

Grantee: **Town of Surfside**

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date



MEMORANDUM

ITEM NO. 31.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Haytt, Town Manager

Date: November 15, 2022

Subject: **Approval and Acceptance of a State-funded Grant Agreement between the State of Florida Department of Transportation and the Town of Surfside for Surfside Boulevard Improvements**

Town Administration recommends approval of the attached resolution.

The Town has been awarded a grant from the State of Florida Department of Transportation for Surfside Boulevard Improvements which includes both design and construction. The estimated cost of the project is \$1,050,000 with the following funding split as detailed in the Fiscal year 2023 Budget: \$250,000 state appropriation/grant, \$250,000 Town of Surfside, \$50,000 Village of Indian Creek, and \$500,000 from developer contributions. This project provides for improvements to 91st Street (Surfside Boulevard) from Harding Avenue to Bay Drive, more specifically improvements to the storm water, roadway infrastructure, and aesthetic enhancements including landscaping.

[Resolution Approving Grant from FDOT Surfside Boulevard Improvements.DOCX](#)

[Exhibit A - Surfside Blvd. Grant Agreement.docx](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ACCEPTING A STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE SURFSIDE BOULEVARD IMPROVEMENTS PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) has been awarded a grant by the Florida Department of Transportation (“FDOT”) in the amount of \$250,000 for the Surfside Boulevard Improvements Project (the “Project”); and

WHEREAS, the Project is estimated to cost approximately \$1,050,000 and includes stormwater, roadway infrastructure, and aesthetic enhancements to 91st Street from Harding Avenue to Bay Drive; and

WHEREAS, it is anticipated that the remainder of the Project costs are to be funded through a \$250,000 contribution from the Town, a \$50,000 contribution from Indian Creek Village, and \$500,000 from developer contributions; and

WHEREAS, the Town desires to accept the Grant and enter into a Grant Agreement, in substantially the form attached hereto as Exhibit “A,” with FDOT (the “Grant Agreement”); and

WHEREAS, the Town Commission finds that the Grant Agreement and this Resolution are in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Acceptance and Approval. The Town Commission hereby approves and accepts the Grant from FDOT in the amount of \$250,000 and approves the Grant Agreement in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization to Execute Grant Agreement, Amendments. The Town Manager is authorized to execute the Grant Agreement, in substantially the form attached hereto as Exhibit "A," and any amendments and/or renewals to the Grant Agreement, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 4. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Grant Agreement, and any amendments and/or renewals thereto, and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

FPN: 450911-1-54-01 Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

County No: (87) Miami-Dade Contract No: _____ Vendor No: F596000434001

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Town of Surfside, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)

Specific Appropriation 1988A of House Bill 5001 , Local Transportation Projects , CSFA (55.039)

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in SURFSIDE BOULEVARD IMPROVEMENTS, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before _____. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$1,050,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$250,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m.** Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

plans for compliance with all applicable standards of the Department, as provided in **Exhibit “O”, Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit “C”, Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
 - shall
 - shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit “D”**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “J”, State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Town of Surfside

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Legal Review:

By: _____

Name: _____



MEMORANDUM

ITEM NO. 3J.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Sandra N. McCready, MMC., Town Clerk
Date: November 15, 2022
Subject: **Authorization to Expend to Preserve Historical Town Records**

The Town Administration recommends approval to expend in the amount of \$68,008.50 for preservation of historical town records.

The Town of Surfside has accumulated documents since 1934 that are in poor condition. The Town Clerk's Office's research has found a company that will protect and preserve original documents from water, fire and physical damage for decades to come. This project was brought forward during the Fiscal Year 2022 budget process and was approved at the September 30, 2021 Final Budget Hearing. It is anticipated that this will be a multi-year process that will be brought forward to the Commission as needed.

According to Section 3-13(6) of the Town of Surfside Code of Ordinance, services from a sole source may be exempt from the bidding requirements. Attached as Exhibit "A" is the sole source provider letter from Koflie Technologies, Inc.

This Phase 2 is the preservation and archival digitization of resolutions, minutes dating back to 1935. Historical and archival records have a permanent retention per the Florida Records Management Schedule GS1-SI. The Town's early documents (1935-1970's) are in poor to extremely poor condition. This process will treat each individual document, encapsulate them and bind them using specialized binders to impede further deterioration. The Town of Surfside is a coastal municipality and the specialized binders will protect the documents from water, fire and physical damage in a book similar to the below photos:

[Resolution Approving Purchase of Phase 2 Services Koflie Historical Town Records.DOCX](#)

[Exhibit B - FL_Town_Surfside_Quote_PRVIM_2022_10.pdf](#)

[Exhibit B - Koflie Technologies Sole Source.pdf](#)

RESOLUTION NO. 2022 _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF PHASE 2 SERVICES FROM KOFILE TECHNOLOGIES, INC. FOR PRESERVATION, ARCHIVAL AND DIGITIZATION OF HISTORICAL TOWN DOCUMENTS; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(6) OF THE TOWN CODE AS A SOLE SOURCE PROVIDER; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH SERVICES AND/OR AGREEMENT AS DEEMED NECESSARY BY THE TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) is in need of additional Phase 2 services for the preservation, archival and digitization of historical permanent Town documents and records to protect and preserve original documents from water, fire and physical damage for decades to come (“Services”); and

WHEREAS, pursuant to Section 3-13(6) of the Town’s Code, sole source procurements are exempt from competitive bidding; and

WHEREAS, the Town received a proposal for the second phase of the project from Kofile Technologies, Inc. for the Services, attached hereto as Exhibit “A”, and a sole source letter attached hereto as Exhibit “B” confirming that they are a sole source provider by offering areas of professional-level service not available from other vendors (“Vendor”); and

WHEREAS, the Vendor has provided a proposal attached hereto as Exhibit “A” for the second phase of the Services at a cost not to exceed \$68,008.50 (the “Proposal”); and

WHEREAS, the Town Commission wishes to approve the second phase of the

Services and authorize the Town Manager to enter into a Purchase Order with the Vendor, in substantially the form attached to the Proposal, and/or Agreement as deemed necessary or prudent by the Town Attorney; and

WHEREAS, the Town Commission finds that the Services are in the best interests and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Services Approved; Exemption from Competitive Bidding. The Services in the not to exceed amount of \$68,008.50 from the Vendor are hereby approved. The Proposal, in substantially the form attached hereto as Exhibit "A," is hereby approved, and the Town Manager is authorized to execute a Purchase Order for the Services in substantially the form attached to the Proposal and/or other agreement as deemed necessary or prudent by the Town Attorney. The Town Commission finds that pursuant to Section 3-13(6) of the Town's Code, the Services are exempt from competitive bidding as a sole source provider pursuant to the sole source letter attached hereto as Exhibit "B".

Section 3. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the Services and the purposes of this Resolution, including the execution of a Purchase Order and any necessary agreements for the Services.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meischeid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeff Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra N. McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

October 21, 2022

Sandra N. McCready, BPA, MMC
Town of Surfside, Town Clerk

Preservation and Imaging of Minute Books and Ordinances

SUBMITTED BY:

Trae Scism
Account Executive
trae.scism@kofile.com
(863) 289-0409

Kofile 

6300 Cedar Springs Road, Dallas, TX 75235
p: 214.442.6668 | f: 214.442.6669
info@kofile.com | www.kofile.com

Dear Sandra N. McCreedy,

The proposal addresses the preservation and archival digitization of Minute Books and Ordinances for the Town of Surfside.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Town of Surfside's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the “book block” dimensions, with a 1¼” binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4” incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format.

- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to insure best quality image.
- Images are named (tagged for the directory file structure) at case level by book, volume, and page (or other requested fields).
- Images are grouped (stapled) together to form documents. Cases are grouped and indexed to form documents by case number.
- Page Validation (automated PG. numbering for validation).
- If applicable, images are optimized and scaled for system output.
- If requested, annotations are supported to enable the electronic addition (either custom or Book/Volume/Page) on the digital image to assist in recording keeping.
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges.
- STITCHING: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page. Amendments are stitched to the appropriate Certificate and indexed in place of the original Certificate.
- Town of Surfside receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size.
- Kofile can hold a security copy of all images for safekeeping.

PROJECT PRICING

Without a signed agreement, prices are good for 90 days. Pricing is based on estimated page counts and condition levels. Pricing is finalized upon review at the Kofile lab. Billing occurs on actuals per mutually agreed upon pricing, not to exceed the P.O. without authorization.

Town of Surfside				
Project Overview				
Record Series	Page Count	Level of Service		Estimated Total
		PRV	IM	
Minute Books and Ordinances	10,710	\$58,905.00	\$9,103.50	\$68,008.50

This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>.

Payment Terms: Pay 50% upon inventory pick-up with the balance due upon project completion.

CUSTOMER ACCEPTANCE

KOFILE ACCEPTANCE

Signature of Authorized Official

Signature of Authorized Official

Print Name of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Title of Authorized Official

Date

Date

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Town of Surfside is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Town of Surfside. This policy applies to any agreement, verbal or written, between Town of Surfside and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Town of Surfside. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, in-vitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Town of Surfside and to working together for the preservation and access of its public and historical assets.

Sincerely,

Trae Scism

Trae Scism

c: (863) 289-0409

e: trae.scism@kofile.com

rac



SOLE/SINGLE SOURCE JUSTIFICATION FORM

INSTRUCTIONS

Pursuant to Town of Surfside Code, a sole/single source purchase of goods/services may be done by the Town whenever there is only one source for the required supply, brand, service, or construction item capable of fulfilling the needs of the Town. A Sole/Single Source Justification Form shall be submitted to the Town Manager by the requesting department for consideration and approval of a sole/single source purchase prior to submitting a requisition to Finance.

The Town employee completing and signing this form shall read carefully the form before signing and submitting this form.

Goods/Services to be Sole/Single Sourced: Preservation of documents

Name of Manufacture of Goods/Services: Kofile Technologies, Inc

Name of Sole/Single Source Provider: Kofile Technologies, Inc

Town Equipment/Software (if applicable): N/A

MARK ALL APPLICABLE JUSTIFICATION(S)

- Exclusive Rights:** Item under patent or copyright held by a single vendor and item possesses functions or capabilities critical to use. *
- Exclusive Design:** Item possesses a unique function or capability critical in the research or use of the item and not available from any other source. The requester shall have done thorough market research to certify the uniqueness of the item and attach available supporting documentation.
- Enhancement of Existing Equipment:** The purchase is for accessories needed for enhancement of existing equipment where compatibility with equipment from original manufacturer is paramount to proper functionality.
- Replacement Equipment:** The purchase is for equipment associated with use of existing equipment where compatibility is essential for integrity of results. Please indicate if requester identified this potential need when the original equipment was purchased:
 YES NO
- Technical Service:** The purchase is for technical services associated with the assembly, installation or servicing of equipment of a highly technical or specialized nature. The requester shall have done thorough market research to certify the service provider is the only capable & knowledgeable provider.
- Continuation or Prior Work:** Additional item, service or work required, but **not known to have been needed when** the original order was placed with vendor.
- Preservation of Warranty:** The vendor will only honor warranty if equipment is serviced by them. This option must be accompanied by a justification by the requester as to the benefit, in cost and time, in preserving warranty of equipment. Also, a letter from the vendor verifying its position shall be attached hereto.
- No dealer or distributor:** The item is manufactured or produced by entity, or entity that holds exclusive rights to item, and entity solely transacts (sells) direct to the customer. *
- Sole authorized dealers/distributors:** The item is manufactured or produced by entity, or entity that holds exclusive rights to item, and entity solely distributes the item through only one dealer/distributor in the world, United States, region, or identified market area. *
- Other:** _____

ADDITIONAL DOCUMENTATION

* Must attach letter from manufacturer, producer or rights holder signed and dated within sixty (60) days of submission. A letter from the sole/single source vendor, unless also the manufacture, producer or rights holder, will **not** be acceptable.

SOLE/SINGLE SOURCE JUSTIFICATION FORM

NOTES

**See attached
letter**

REQUEST

I understand all the information contained herein and that the information herein is all true and correct to the best of my knowledge as of the date this document was signed.

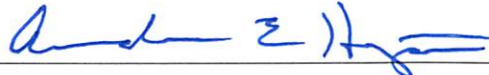
Signature of Department Director: _____

Date: November 1, 2021

Printed Name & Title: Sandra N. McCready, Town Clerk

APPROVED

REJECTED

Town Manager's Approval: 

Date: November 1, 2021



MEMORANDUM

ITEM NO. 3K.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Hyatt, Town Manager

Date: November 15, 2022

Subject: **Tourist Board Multi-Year Event Agreement: Third Thursdays**

The Town Administration recommends that the Town Commission approve an authorization to expend in the amount of \$98,000 per fiscal year with a two-year contract with Beachside Events LLC for the production of the Third Thursdays block parties.

Third Thursdays, the Tourist Board's popular block party event series, returned in 2022 for a successful run following a pandemic break the previous season.

Per the Town's Purchasing Code Sec. 3-13(7), c & d, special events and entertainment are exempt from competitive bidding though multiple vendors presented options for the Tourist Board at the October 3rd, 2022 meeting. After some discussion, the Board voted to select Alan Andai and his company Beachside Events LLC to produce the event. Events run January through April.

Because this is a large-scale event with many different components, procuring this event and securing presentations from multiple vendors on an annual basis is becoming increasingly difficult. Vendors are often discouraged from pitching if the agreement is only for one year. Having a multi-year agreement with an option to cancel is the recommended approach as it will allow for continuity and encourage future vendor competition while giving the Board an option to opt out if needed. This contract will be for two years.

[Resolution Approving Beachside Events LLC Agreement - Third Thursdays.DOCX](#)

[Exhibit A - Beachside Events LLC Agreement - Third Thursdays.DOCX](#)

[Third Thursdays Series 2023 AA Proposal.pdf](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH BEACHSIDE EVENTS LLC FOR THIRD THURSDAYS EVENT SERIES PRODUCTION SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT FOR THE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) desires certain event production services for the Town’s annual Third Thursdays event series (the “Services”); and

WHEREAS, at the October 3, 2022, Tourist Board Meeting, the Tourist Board invited various Service providers to present proposals for the Services; and

WHEREAS, Beachside Events LLC (the “Contractor”) presented a proposal for a two-year term, attached hereto as Exhibit “A,” for the Services in an amount not to exceed \$98,000 per fiscal year, for a total cost of \$196,000 (the “Proposal”); and

WHEREAS, the Tourist Board selected the Contractor for the Services and recommended that the Town execute an Agreement with the Contractor consistent with the Proposal; and

WHEREAS, pursuant to Section 3-13(7)(d) of the Town’s Code of Ordinances (the “Code”), contractual services for event organizers and entertainment provides, as approved by the Town Manager when deemed to be in the best interests of the Town, are exempt from competitive bidding; and

WHEREAS, in accordance with the recommendation of the Town Tourist Board, the Town Commission desires to approve the Proposal of the Contractor, attached hereto as Exhibit “A,” and authorize the Town Manager to execute an Agreement, in substantially

the form attached hereto as Exhibit "B," for the Services in an amount not to exceed \$196,000 consistent with the Proposal of the Contractor; and

WHEREAS, the Town Commission finds that the Agreement for the Services and this Resolution are in the best interests and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Contractor's Proposal and Agreement. The Town Commission hereby approves the Proposal of the Contractor attached hereto as Exhibit "A" and the Agreement attached hereto as Exhibit "B."

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "B," with the Contractor on behalf of the Town consistent with the Proposal of the Contractor in an amount not to exceed \$196,000.

Section 4. Exemption from Competitive Bidding. Pursuant to Section 3-13(7)(d) of the Town's Code, the Town Commission finds that the Services provided under the Agreement are exempt from competitive bidding.

Section 5. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services, the Agreement, and the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	_____
Commissioner Marianne Meisheid	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Jeffrey Rose	_____
Mayor Shlomo Danzinger	_____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
BEACHSIDE EVENTS LLC**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (hereinafter the “Town”), and **BEACHSIDE EVENTS LLC**, Florida limited liability company (hereinafter, the “Contractor”).

WHEREAS, the Town desires certain event production services for the Town’s annual Third Thursdays events (the “Services”); and

WHEREAS, the Town’s Tourist Board selected the Contractor to provide the Services in accordance with the Contractor’s Proposal, attached hereto as Exhibit “A” at the October 2, 2022, Tourist Board Meeting; and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town’s Tourist Board desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

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

1. Scope of Services.

- 1.1. Contractor shall provide the Services in accordance with the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (the “Services”).
- 1.2. Contractor shall furnish all goods, services, reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Town.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through April 30, 2024, thereafter, unless earlier terminated in accordance with Paragraph 8.
- 2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. Total compensation to the Contractor for the Services shall be in an amount not to exceed \$98,000 per fiscal year, for a total cost of \$196,000.

3.2. Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subcontractors.

4.1. The Contractor shall be responsible for all payments to any subcontractors and/or vendors and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subcontractor or vendor with the prior written approval of the Town Manager or his designee, which approval may be granted or withheld in the Town Manager or his designee's sole and absolute discretion.

5. Town's Responsibilities.

5.1. Town shall make available any information, maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required

knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Liquor Liability insurance in the amount of \$1,000,000.00 each occurrence.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of

the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

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

14. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701,

Florida Statutes. 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 Town.

- 16.3.** Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8.** Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCready, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccready@townofsurfsidefl.gov

- 17. Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The 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 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.
- 24. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

- 26. Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
- 27. Boycotts.** The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
- 28. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town 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 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-participation-enrollment-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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS]**

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONTRACTOR

BEACHSIDE EVENTS LLC, a Florida Limited Liability Company

By: _____
Andrew Hyatt
Town Manager

By: _____

Attest:

Name: _____

By: _____
Sandra McCready, MMC
Town Clerk

Title: _____

Entity:

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Andrew Hyatt
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

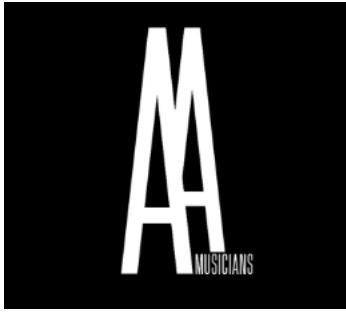
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

EXHIBIT "A"
SCOPE OF SERVICES

**[INSERT CONTRACTOR'S
SCOPE OF SERVICES]**



Third Thursdays Event Proposal for Town of Surfside Tourist Bureau

Presented at October 3, 2022 Tourist Board Meeting

Event Name: Third Thursdays

Company Name for Contract: Beachside Events LLC

Dates: Third Thursday of the month, January – April 2023: Jan. 19, Feb. 16, March 16 and April 20.

Time: 6 to 9 p.m.

Location: 95th Street between Collins and Harding Avenues

Cost: \$98,000 for four events per fiscal year. \$24,500 per event.

Scope of Work: Services to be performed by Beachside Events LLC (AAMUSICIANS)

For the duration of the agreement, Beachside Events LLC will provide the following event management and strategy services (the "Services") on behalf of the Client with regard to Client's marketing and event initiatives:

Overall Project Management:

- Work as the primary point of contact to the Tourism and Communications Director and Town of Surfside team as directed for all production needs relating to the build-out;
- Furniture, lighting, decor and layout for all zones;
- Musical talent for all four events;
- Integration of local businesses and restaurants;
- Theme activation according to Board selection
- Sourcing and managing kids' activity vendors and offerings;
- Communicating and managing all community partners and/sponsors;
- Sourcing and managing brand ambassadors and event staff to greet guests and help with each station, as needed; and
- Overseeing overall event execution ensuring that each event is consistent with the overall event vision and brand voice and guidelines.
- Support the Tourist Bureau's marketing and promotional efforts.
- Tear down and clean up following event completion. Restoration of space to its original condition.

Budgeting and Administration:

- Manage budget development and appropriation ensure team remains within the approved budget parameters
- Status meetings and calls to discuss project development, immediate next steps and action items
- Provide a program recap with key visuals, successes, learnings and details to review with client post event.

All content and event programming shall be previously approved by the Town, in its sole discretion.



MEMORANDUM

ITEM NO. 3L.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Hyatt, Town Manager

Date: November 15, 2022

Subject: **Tourist Board Multi Year Event Agreement: Music on the Beach**

The Town Administration recommends approving a two-year contract with Beachside Events LLC for the production of the Music on the Beach event series in an amount of \$102,000 per fiscal year.

Last year, the Tourist Board held two "Jazz on the Beach" concerts in April and June. Both events were very well attended and allowed visitors and the community a chance to enjoy world class music by the ocean right behind Surfside's Community Center. This year, the Tourist Board voted to move forward with an expanded series including new music genres and a total of six concerts. Each will feature additional décor and a hydration station compared to the previous season. Per the Town's Purchasing Code Sec. 3-13(7), c & d, special events and entertainment are exempt from competitive bidding. Each season has six events total spanning different music genres. Budget is \$102,000 per fiscal year.

[Resolution Approving Beachside Events LLC Agreement - Music on the Beach.DOCX](#)

[Exhibit A - Agreement - Beachside Events LLC - Music on the Beach.DOCX](#)

[Music on the Beach Series 2022 23 Proposal.pdf](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH BEACHSIDE EVENTS LLC FOR THE MUSIC ON THE BEACH EVENT SERIES PRODUCTION SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT FOR THE SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(D) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) desires certain event production services for the Town’s Music on the Beach event series (the “Services”); and

WHEREAS, at the September 12, 2022, Tourist Board Meeting, the Tourist Board invited various Service providers to present proposals for the Services; and

WHEREAS, Beachside Events LLC (the “Contractor”) presented a proposal for a two-year term, attached hereto as Exhibit “A,” for the Services in an amount not to exceed \$102,000 for six events each fiscal year, for a total cost of \$204,000 (the “Proposal”); and

WHEREAS, the Tourist Board selected the Contractor for the Services and recommended that the Town execute an Agreement with the Contractor consistent with the Proposal; and

WHEREAS, pursuant to Section 3-13(7)(d) of the Town’s Code of Ordinances (the “Code”), contractual services for event organizers and entertainment provides, as approved by the Town Manager when deemed to be in the best interests of the Town, are exempt from competitive bidding; and

WHEREAS, in accordance with the recommendation of the Town Tourist Board, the Town Commission desires to approve the Proposal of the Contractor, attached hereto as Exhibit “A,” and authorize the Town Manager to execute an Agreement, in substantially

the form attached hereto as Exhibit "B," for the Services in an amount not to exceed \$204,000 consistent with the Proposal of the Contractor; and

WHEREAS, the Town Commission finds that the Agreement for the Services and this Resolution are in the best interests and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Contractor's Proposal and Agreement. The Town Commission hereby approves the Proposal of the Contractor attached hereto as Exhibit "A" and the Agreement attached hereto as Exhibit "B."

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "B," with the Contractor on behalf of the Town consistent with the Proposal of the Contractor in an amount not to exceed \$204,000.

Section 4. Exemption from Competitive Bidding. Pursuant to Section 3-13(7)(d) of the Town's Code, the Town Commission finds that the Services provided under the Agreement are exempt from competitive bidding.

Section 5. Implementation. That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services, the Agreement, and the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
BEACHSIDE EVENTS LLC**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (hereinafter the “Town”), and **BEACHSIDE EVENTS LLC**, Florida limited liability company (hereinafter, the “Contractor”).

WHEREAS, the Town desires certain event production services for the Town’s Music on the Beach event (the “Services”); and

WHEREAS, on September 12, 2022, the Town’s Tourist Board selected the Contractor to provide the Services in accordance with the Contractor’s Proposal, attached hereto as Exhibit “A”; and

WHEREAS, the Contractor and Town, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Town’s Tourist Board desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

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

1. Scope of Services.

- 1.1. Contractor shall provide the Services in accordance with the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (the “Services”).
- 1.2. Contractor shall furnish all goods, services, reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Town.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through **April 30, 2024**, thereafter, unless earlier terminated in accordance with Paragraph 8.
- 2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

3.1. Total compensation to the Contractor for the Services shall be in an amount not to exceed \$102,000 per fiscal year, for a total cost of \$204,000.

3.2. Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. Subcontractors.

4.1. The Contractor shall be responsible for all payments to any subcontractors and/or vendors and shall maintain responsibility for all work related to the Services.

4.2. Contractor may only utilize the services of a particular subcontractor or vendor with the prior written approval of the Town Manager or his designee, which approval may be granted or withheld in the Town Manager or his designee's sole and absolute discretion.

5. Town's Responsibilities.

5.1. Town shall make available any information, maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required

knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Liquor Liability insurance in the amount of \$1,000,000.00 each occurrence.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of

the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and all appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

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

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701,

Florida Statutes. 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 Town.

- 16.3.** Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7.** Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8.** Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCready, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccready@townofsurfsidefl.gov

- 17. Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The 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 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.
- 24. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

- 26. Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
- 27. Boycotts.** The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
- 28. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town 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 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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS]**

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____
Personally known to me; or
- _____
Produced identification (Type of Identification: _____)
- _____
Did take an oath; or
- _____
Did not take an oath

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

By: _____
Andrew Hyatt
Town Manager

Attest:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Andrew Hyatt
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

CONTRACTOR

BEACHSIDE EVENTS LLC, a Florida
Limited Liability Company

By: _____

Name: _____

Title: _____

Entity:

Addresses for Notice:

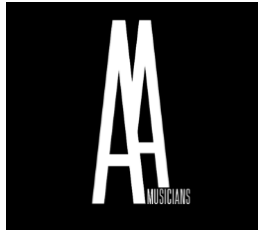
_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

EXHIBIT "A"
SCOPE OF SERVICES

**[INSERT CONTRACTOR'S
SCOPE OF SERVICES]**



Music on the Beach Event Proposal for Town of Surfside Tourist Bureau

Presented at September 12, 2022 Tourist Board Meeting

Event Name: Music on the Beach

Company Name for Contract: Beachside Events LLC

Dates:

- Nov. 20, 2022 Series Kick-Off featuring jazz vocalist Melinda Rose
- Dec. 18, 2022 Salsa Band
- Jan. 15, 2023 Steel Drum Tropical Vibes
- Feb. 12, 2023 Laid Back Beach Vibes
- March 12, 2023 Classic Rock Band
- April 16, 2023 Karaoke Open to the Audience Music on the Beach Closing

Event Time: 4 to 5 p.m.

Location: Beach at 93rd Street

Cost: \$102,000 for six events per fiscal year. \$17,000 per event.

Scope of Work: Services to be performed by Beachside Events LLC (AAMUSICIANS)

For the duration of the agreement, Beachside Events LLC will provide the following event management and strategy services (the "Services") on behalf of the Client with regard to Client's marketing and event initiatives:

Overall Project Management:

- Work as the primary point of contact to the Tourism and Communications Director and Town of Surfside team;
- Stage/sound set up on the beach;
- Power generator;
- Have an audiovisual production team on hand;
- Securing musical talent for all performances;
- Upgraded assisted beach seating;
- Setting up and maintaining the hydration station;
- Hotel outreach, Communicating and managing all community partners and/sponsors;
- Overseeing overall event execution ensuring that each event is consistent with the overall event vision and brand voice and guidelines.
- Support the Tourist Bureau's marketing and promotional efforts
- Tear down and clean up following event completion. Restoration of space to its original condition.

Budgeting and Administration:

- Manage budget development and appropriation ensure team remains within the approved budget parameters
- Status meetings and calls to discuss project development, immediate next steps and action items
- Provide a program recap with key visuals, successes, learnings and details to review with client post event.

All content and event programming shall be previously approved by the Town, in its sole discretion.



MEMORANDUM

ITEM NO. 3M.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Hyatt - Town Manager

Date: November 15, 2022

Subject: Hawthorne Tot Lot Upgrades

Town Administration, for the Hawthorne Tot Lot Improvement Project, is requesting approval to expend and execute an agreement with GameTime in the amount of \$474,821.57, approval to expend with Brightview Landscape Services for \$29,517.71, and approval to expend with Streamline Voice & Data Inc. for \$12,371.

Town Staff was tasked with completing multiple upgrades to the Hawthorne Tot Lot Park. The upgrades requested by Town commission were broken down into 3 phases all to be completed at the same time: shading/new playground apparatuses, playground surfacing, and outdoor exercise equipment. Staff worked expeditiously on this request and were able to find a state contract with "GameTime a playcore company" to "piggy-back" off. GameTime is a national leading designer of commercial playground equipment, outdoor fitness products, custom recreation spaces and site furnishing that have been around since 1929. GameTime has led the industry in creating meaningful play experiences through innovative products, they also offer lifetime warranty on all their playground equipment. The Town worked with GameTime in 2016 for the renovation of the Hawthorne Tot Lot in and were extremely pleased with their work.

Town Staff has work diligently with GameTime to get a final design and estimate for each phase of the project. In Exhibit A, you will find the design, specs and cost for the playground equipment and shade structures. It also contains the design, specifications, and cost of the playground surfacing as well as the design, specifications, and cost to the outdoor fitness equipment. The turnout time to receive the equipment after purchase is 10-14 weeks. Installation will be completed in 8-10 weeks (weather permitting). The total cost of work to be performed by GameTime is \$474,821.57

Additionally, the Town will be using Brightview Landscape Services (See Exhibit B) for the removal of the mulch in the park, the trimming of all trees, relocation of some trees and

installation of root barriers around all the trees within park range to assure a longer lifespan to the poured in surface. This work is being completed under the Town contract under competitively-bid RFP 2020-07. The cost of this work is \$29,517.71.

Lastly, the Town will use Streamline Voice & Data Inc. (Exhibit C) for the installation of eight 4MP cameras around the park for public safety surveillance. The Information Technology department received quotes from two vendors. The cost of this work is with the vendor will be \$12,371. This work is exempt from procurement under Town purchasing code section 3-13(7)f "Public Works purchase". There will be approximate additional cost of \$5,000 to build the mounted poles for the cameras and to run the electrical. It is anticipated that this work will be done in-house by Public Works department staff.

The total cost for the three vendors (excluding work done by internal resources) is \$521,710.28.

Staff is confident that these new upgrades will provide the leisure opportunities to build a strong sense of community while increasing the social, cultural and physical well-being of our residents.

[Exhibit A -Agreement_-_GameTime_Hawthorne_Park.pdf](#)

[Exhibit B - Brightview Quote-Landscaping Services.pdf](#)

[Exhibit C - Estimate Streamline Voice Data Inc.pdf](#)

[Reso Approving Purchases of Equipment and Services for Hawthorne Tot Lot.docx](#)

[Reso_Exhibit_A_-_Agreement_-_GameTime_Hawthorne_Park.pdf](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
PLAYCORE WISCONSIN, INC. D/B/A GAMETIME**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the “Town”), and **PLAYCORE WISCONSIN, INC. D/B/A GAMETIME**, a Wisconsin for-profit corporation authorized to do business in Florida (hereinafter, the “Contractor”). Collectively, the Town and the Contractor are referred to as the “Parties.”

WHEREAS, the Town seeks to purchase and install new equipment for Hawthorne Park (the “Project”), including playground structures and shading equipment (the “Playground Equipment”) together with surfacing for the Playground Equipment (the “Surfacing”) and outdoor exercise equipment (the “Exercise Equipment”); and

WHEREAS, the City of Charlotte, North Carolina, issued Request for Proposals No. 269-2017-0028 for playground and outdoor fitness equipment, site accessories, surfacing, and related products and services, and competitively awarded the Contractor Contract No. 2017001134 pursuant to the RFP (the “City of Charlotte Contract”); and

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

WHEREAS, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, the Town desires to engage the Contractor to implement the Project and provide the deliverables as specified below.

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

1. **Incorporation of Contract.** The terms and conditions of the City of Charlotte Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the City of Charlotte Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by

reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- A. First Priority: Base Agreement;
 - B. Second Priority: E-Verify Affidavit;
 - C. Third Priority: Exhibit A – City of Charlotte Contract.
 - D. Fourth Priority: Exhibit B – GameTime Composite Quote
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the City of Charlotte Contract unless otherwise provided in this Agreement. All references to the City of Charlotte shall be replaced with the Town of Surfside where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation.** Compensation to the Contractor for implementation of the Project shall be in an amount not to exceed \$474,821.57, in accordance with the rates of the City of Charlotte Contract attached hereto as Exhibit “A” and the composite quote for the Playground Equipment, the Surfacing, and the Exercise Equipment attached hereto as Exhibit “B.” Specifically, the Contractor shall be compensated in the amount of (1) \$152,848.81 for the Playground Equipment, (2) \$265,977.00 for the Surfacing, and (3) \$55,995.76 for the Exercise Equipment.
6. **Amending Section 8 of the City of Charlotte Contract.** Section 8.1.2 of the City of Charlotte Contract is hereby deleted in its entirety and replaced as follows:

To obtain approval for a price increase, the Contractor shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Town Manager or the Town Manager’s designee, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154

7. **Amending Section 9 of the City of Charlotte Contract.** Section 9 of the City of Charlotte Contract is hereby deleted in its entirety and replaced as follows:

Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

8. **Amending Section 13 of the City of Charlotte Contract.** Section 13.1 of the City of Charlotte Contract is hereby amended as follows:

13. GENERAL WARRANTIES. Company represents and warrants that:

13.1 It is a corporation duly incorporated, ~~validly existing and in good standing under the laws of the state of Alabama,~~ and is qualified to do business in ~~North Carolina~~ Florida;

9. **Amending Section 32 of the City of Charlotte Contract.** Section 32 of the City of Charlotte Contract is hereby amended as follows:

32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the Town pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the Town, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the Town and each of the Town's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other

liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision; negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

(1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;

(2) Claims arising from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and

(3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

10. Amending Sections 42, 43, and 44 of the City of Charlotte Contract.

Section 42, "Confidentiality," Section 43, "Restrictions," and Section 44, "Exceptions," of the City of Charlotte Contract are hereby deleted in its entirety and replaced as follows:

Ownership and Access to Records and Audits.

- A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor

during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- B.** Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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 Town.
- C.** Upon request from the Town’s custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- E.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- F.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.

G. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

H. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: SANDRA MCCREADY, MMC, 9293 HARDING AVENUE, SURFSIDE, FL 33154, 305-861-4863, SMCREADY@TOWNOFSURFSIDEFL.GOV.

11. **Amending Section 45.3 of the City of Charlotte Contract.** Section 45.3 of the City of Charlotte Contract is hereby deleted in its entirety and replaced as follows:

45.3. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

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

13. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town 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.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME

By: _____
Andrew Hyatt
Town Manager

By: _____

Attest:

Name: _____

By: _____
Sandra McCready, MMC
Town Clerk

Title: _____

Entity: _____

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
ahyatt@townofsurfsidefl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian M. Arango, Esq.
Town of Surfside Town Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT "A"

City of Charlotte
Contract No. 2017001134

A copy of the City of Charlotte Contract No. 2017001134 is on file with the Town Clerk of Surfside.

EXHIBIT "B"

GAMETIME COMPOSITE QUOTE
FOR PLAYGROUND EQUIPMENT, SURFACING,
AND EXERCISE EQUIPMENT

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town of Surfside requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INclusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Contract.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
- 8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.
- City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202
- 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
- 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

- 18. DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
- 19. INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
- 20. PREPARATION FOR DELIVERY:**
- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
- 21. ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
- 22. GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
- 23. NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 24. MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

- 25. RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
- 26. RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
- 27. OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 28. TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
- 29. NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
- 30. MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
- 31. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- 32. INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

- 33. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

- 40. SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 41. FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

- 42.1 DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

- 43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 44. EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 44.1 Was already known to Company prior to being disclosed by the City;
 - 44.2 Was or becomes publicly known through no wrongful act of Company;
 - 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 44.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
- 45. MISCELLANEOUS**
- 45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
 - 45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
 - 45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers’ compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- Section 3 “Term”
 - Section 4.3 “Employment Taxes and Employee Benefits”
 - Section 13 “General Warranties”
 - Section 14 “Additional Representations and Warranties”
 - Section 22 “Guarantee”
 - Section 28 “Other Remedies”
 - Section 29 “Termination”
 - Section 33 “Insurance”
 - Section 34 “Indemnification”
 - Section 39 “Notices”
 - Section 42 “Confidentiality”
 - Section 45 “Miscellaneous”
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

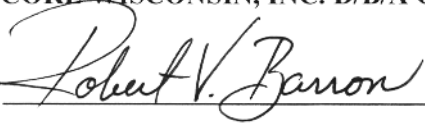
45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

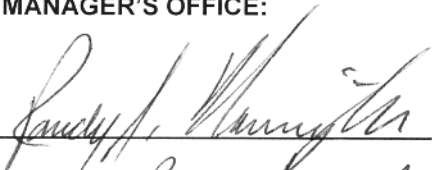
BY: 

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

**CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:**

BY: 

PRINT NAME: Sandy Harrington

TITLE: CFO

DATE: 5/15/17

**CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:**

BY: 

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 5/11/17

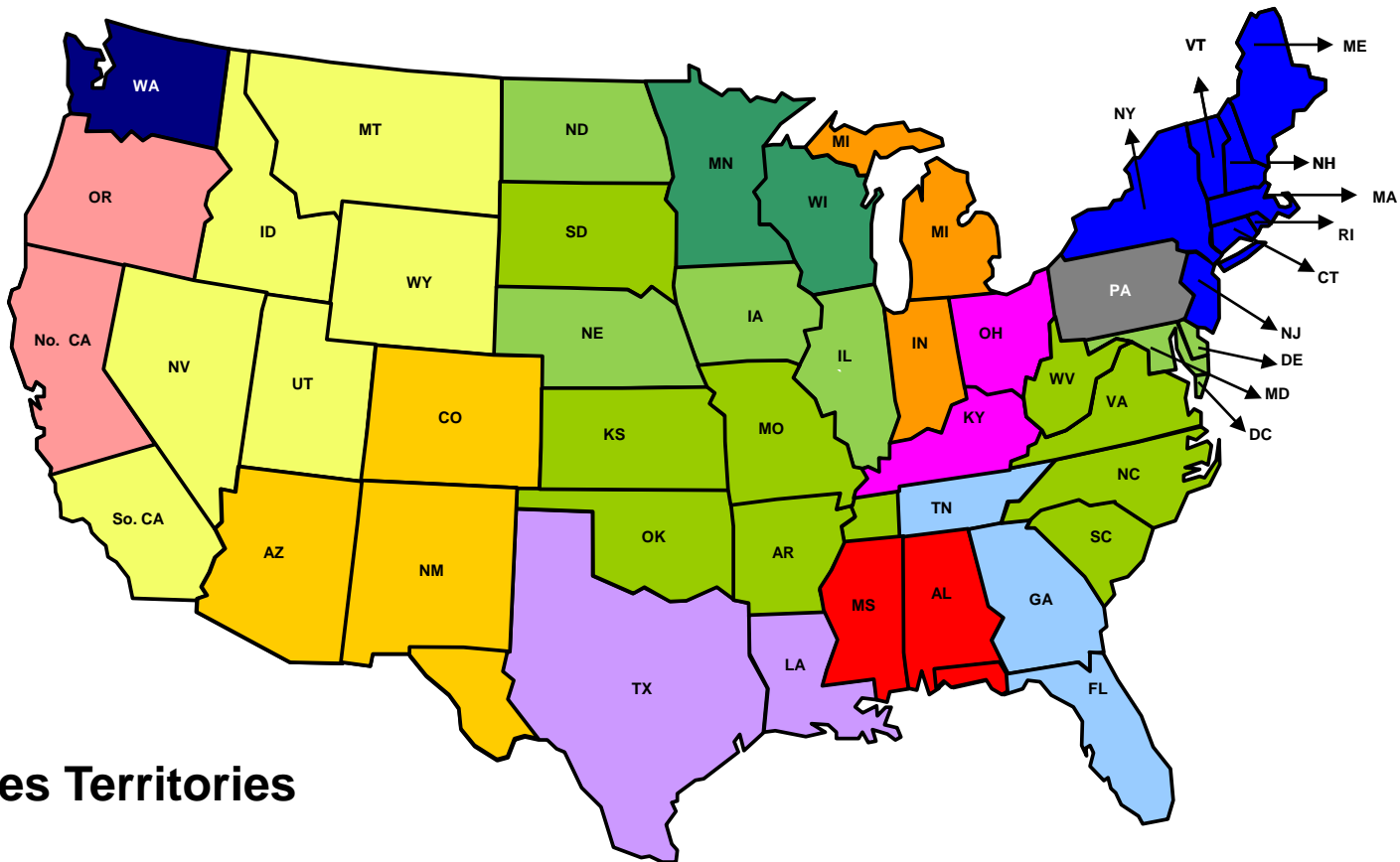
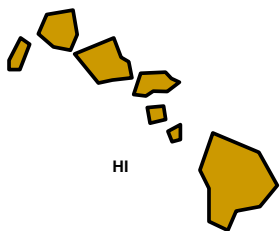
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394



GameTime Sales Territories

PA
Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

FL GA TN
Dominica Recreation Products, Inc.
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpic.com

MI IN
Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

KY OH
David Williams & Associates, Inc.
PO Box 218
1010 Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com

AR KS MO NC OK SC VA WV
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

CA ID MT NV UT WY
Great Western Recreation
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com

AK WA
SiteLines Park & Playground Products
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

IA NE ND SD
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

MA ME NJ NY CT RI VT NH
Marturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226

LA TX
Total Recreation Products
12022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895

HI
IPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: (808) 952-5501
Website: www.innovativeplaygroundsandrecreation.com

IL
Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com

No. CA OR
MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

AZ CO NM TX
Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplemrec.com

DE MD DC
Cunningham Recreation
PO Box 487
Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com

MN WI
Minnesota/Wisconsin Playground, Inc.
PO Box 3228
Golden Valley, MN 55427
Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com

AL FL MS
J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd, Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	

b**Bitting - Bramble Landscapes, LLC. -
Bramble, Mark**

586 Sterling Drive
Sarver, Pa. 16055
Bus: (724) 859-0958
Home: 2018
Mobile: (724) 859-0958
E-mail: bramble.landscapes@gmail.com

Bitting - Playground Pros (Hartzell, Lowell)

154 N. Sheridan Road
Newmanstown, PA 17073
Bus: (610) 589-1769
Home: 2018
Mobile: (610) 413-9832
Bus Fax: (610) 589-1817
E-mail: bill@theplaygroundpros.com

c**Cunningham - Blueprint Construction, LLC
(Liles, Robbie S.)**

5 Liles Woods LN
Garner, NC 27529
Bus: (919) 210-1589
Home: 2018
Bus Fax: (919) 779-9436
E-mail: RL1Builder@gmail.com

**Cunningham - Carlson Consulting and
Contracting**

1150 Prospect Blvd.
Waterloo, Iowa 50701
Bus: (319) 234-8965
Home: 2016
Mobile: (319) 415-8365
Bus Fax: (319) 234-8965
E-mail: landrn1@msn.com

**Cunningham - Cedar Creek Run
Construction - Stanley, Bill**

24072 Zachery Taylor Hwy.
Culpeper, Va. 22701
Bus: (877) 640-9811 / (540) 364-9811
Home: 2016
Mobile: (703) 244-5991
Bus Fax: (540) 825-3445
E-mail: bstanley@ccrconstructionllc.com

Cunningham - CLS Outdoor Services

112 Nivens Drive
P O Box 790
Atoka, TN 38004
Bus: (901) 428-8836
Home: 2018
Mobile: (901) 428-8836
Bus Fax: (901) 475-0015
E-mail: Chris@clsoutdoorservices.com

Cunningham - Custom Park Services

8019 E. Old Jessup Road
PO Box 1098
Jessup, MD 20794
Bus: (410) 799-7745 or 877-799-7745
Home: 2017
Mobile: (410) 365-0502
Bus Fax: (410) 579-1284
E-mail: cpsmike@comcast.net

Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100
Machesney Park, IL 61115
Bus: (815) 708-8540
Home: 2016
Mobile: (815) 505-0500
Bus Fax: (779) 423-2033
E-mail: mbk5977@hotmail.com

Cunningham - D C Install, LLC.

503 Niagara
E. Alton, Illinois 62024
Bus: (618) 531-0848
Home: 2017
Mobile: (618) 531-0848
Bus Fax: (618) 258-9007
E-mail: donchatham@charter.net
E-mail 2: donchatam@charter.net

**Cunningham - D G Services, Inc. (Layne,
Kevin)**

181 Springdale Acres Drive
Mooresville, NC 28115
Bus: 17047993878
Home: 2018
Mobile: 9802302946
Bus Fax: 7047993878
E-mail: dgserv@bellsouth.net

**Cunningham - Elanar Construction
Company**

6620 W. Belmont Avenue
Chicago, IL 60634
Bus: (773) 628-7011
Home: 2018
Mobile: (773) 908-7629
Bus Fax: (773) 628-7041
E-mail: ross@elanar.com
E-mail 2: ross@elanar.com

C**Cunningham - Fuertes Systems
Landscaping, Inc**

15100 S. Indian Boundary Rd.
Plainfield, Il. 60544
Bus: (815) 725-2959
Home: 2016
Mobile: (847) 312-9393
Bus Fax: (815) 725-3165
E-mail: furte1@sbcglobal.net

**Cunningham - G.L. Stone and Son, Inc. -
Gilkerson, Leondis**

24 First Street
Hamlin, WV. 25523
Bus: (304) 824-3800
Home: 2016
Mobile: (304) 208-4550
Bus Fax: (304) 824-3848
E-mail: glstoneandson@zoominternet.net

Cunningham - Grass roots, Inc.

501 W. Central Avenue
Davidsonville, MD 21035
Bus: (410) 721-1093
Home: 2016
Mobile: (301) 785-5770
Bus Fax: (301) 858-1039
E-mail: ccook@getgrassroots.com

Cunningham - Green-Up Landscape, Inc.

23940 Andrew Road
Plainfield, IL 60585
Bus: (815) 372-3000
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**Cunningham - Howard's General
Contracting**

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Cunningham - Jones & Sons Contracting

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Cunningham - Kay Jay Construction, Inc.

300 S. Carlton Ave. #160
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Cunningham - Kenneth Company, The

16W064 Jeans Road
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Cunningham - Massanelli Construction, Inc.

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E-mail: TMASSArelli25@yahoo.com

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Products, Inc.**

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C**Cunningham - Old South Building Corp -
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Installations, Inc.**

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Cunningham - Play-N-Scape, Inc.

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Solutions - Mullins, Jason**

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Dominica - John Fitzgerald, Inc.

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Great West Park and Play - Cicero Engineering, Inc.

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 Mobile: (818) 991-7445
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Great West Park and Play - Play Foundations, Inc. (Cox, jack)

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Mobile: (408) 438-2141
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Marturano - Central Jersey Landscaping, Inc.

523A Chesterfield-Arneytown Road
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Sitelines - Cascade Mini Excavating, Inc.

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Sitelines - L.W. Sundstrom, Inc.

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P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

t**Total Recreation - Barcon Construction**

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpasini_barcon@yahoo.com

t

Total Recreation - Cross Country

3804 Simmons Creek Lane
Flower Mound, Tx. 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1713
Bus Fax: (972) 355-2902
E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
Conroe, TX 77304
Bus: (936) 522-8522
Home: 2018
Mobile: (936) 522-8522
E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
Chatham, La. 71226
Bus: (318) 249-2016
Home: 2018
Mobile: (832) 202-9838
E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
Forney, Tx. 75126
Bus: (214) 704-2115
Home: 2017
Mobile: (214) 704-2115
Bus Fax: (972) 564-5755
E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
Denham Springs, La. 70726
Bus: (225) 667-3062
Home: 2017
Mobile: (225) 937-0791
Bus Fax: (225) 667-3035
E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
Austin, Tx. 78736
Bus: (512) 300-3636
Home: 2017
Mobile: (512) 300-3636
Bus Fax: (512) 692-2947
E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
Conroe, Tx. 77304
Bus: (936) 443-7235
Home: 2018
Mobile: (936) 443-7235
Bus Fax: (936) 441-3341
E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2016
Mobile: (806) 674-2810
Bus Fax: (806) 358-4222
E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1719
Bus Fax: (972) 355-2902
E-mail: simmons.buildersgc@gmail.com
E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
Porter, TX 77365
Bus: (281) 354-1934
Home: 2018
Mobile: (281) 435-8004
Bus Fax: (501) 204-4034
E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
Deming, NM. 88030
Bus: (575) 494-5788
Home: 2018
Mobile: (575) 494-5788
E-mail: kris@lecklandscape.com

t**Triple M Recreation - Hansen & Prezzano Builders LLC**

PO Box 359
 Peralta, NM 87042
 Bus: (505) 865-3900
 Home: 2018
 Mobile: (505) 228-1130
 Bus Fax: (505) 865-3922
 E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
 San Tan Valley, AZ 85143
 Bus: (520) 429-5245
 Home: 2018
 Mobile: (520) 429-5245
 Bus Fax: (520) 529-1301
 E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
 Paskes, CO 80134
 Bus: (303) 805-8992
 Home: 2014
 Mobile: (303) 324-7900
 Bus Fax: (303) 805-8991
 E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
 Erie, Co. 80516
 Bus: (720) 323-8845
 Home: 2017
 Mobile: (720) 323-8845
 Bus Fax: (303) 833-4460
 E-mail: blake@irwin-companies.com

w**WI Playground - Captured Live**

12 Narhanial Chrichlow Drive
 Valsayn
 Trinida
 Bus: (868) 689-9896
 Home: 2018
 Mobile: (868) 689-9896
 E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
 Minerva, Oh. 44657
 Bus: (330) 495-8590
 Home: 2017
 Mobile: (330) 495-8590
 Bus Fax: (330) 821-4505
 E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
 Cincinnati, Ohio 45239
 Bus: (513) 923-2333
 Home: 2017
 Mobile: (513) 236-6906
 Bus Fax: (513) 923-2444
 E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
 Miamitown, OH 45041
 Bus: (513) 353-4760
 Home: 2017
 Mobile: (513) 659-9702
 Bus Fax: (513) 738-0684
 E-mail: toddschunk@yahoo.com

**EXHIBIT D
FREIGHT RATE SCHEDULES**

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC



EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

REQUEST FOR PROPOSAL 269-2017-028
SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UltraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

**FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY**

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

**NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY
REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.**

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:



WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:



A PLAYCORE Company

10 YEAR LIMITED WARRANTY

Playcore Inc. (the “Seller”) warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture’s specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller’s option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more that six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6.....	100%
More than 6, less than 7.....	60%
More than 7, less than 8.....	40%
More than 8, less than 9.....	30%
More than 9, less than 10.....	20%

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.

Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller’s liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller’s option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARITCULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.



POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.



Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. **WARNING:** Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. **NOTE:** The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date

Turf Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled 1/4" – 1/2" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC)).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 3/4 inch GT Impax Turf™ from Gametime or approved equal

Face Weight:

- GT Impax Turf™ 50 oz/sy
- GT Impax Turf™ Elite 80 oz/sy

Face Yarn Type: Polyethylene

Yarn Size: 4200/9000

Pile Height:

- GT Impax Turf™ 1 3/4 inches
- GT Impax Turf™ Elite 1 3/4 inches

Color: Blend

Construction: Broadloom tufted

Stitch Rate: 8 per 3 inches

Tufting Gauge: 1/4"

Primary Backing: Stabilized woven Polypropylene (double thickness)

Secondary Backing: 20 oz. Urethane or DuraFlo

Total Product Weight:

- GT Impax Turf™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼” – ½” (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm³
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12” wide minimum.

Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8” when measured in any direction with a 10’ straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Stone elevation shall maintain 1/4" per foot toward low end.
<u>Porosity:</u>	Base course shall maintain porosity for direct drainage.
<u>Enclosure:</u>	Stone base course must be surrounded by a retaining curb.
<u>Drainage:</u>	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
<u>Tolerances:</u>	1/4" in any 10-foot direction and 1/8" in any 3-foot direction.
<u>Stone Selection:</u>	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

<u>Stone Graduation</u>	<u>U.S. Sieve</u>	<u>Percent Passing</u>
	1"	100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Concrete or asphalt shall maintain 1/4" per foot.
<u>Tolerance:</u>	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be 3/4" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf™ infill approximately 3 to 4 pounds per square foot.

**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

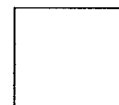
GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com





LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com





MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage

- a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
- c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.

2. Controller Warranty Coverage

- a. Seller warrants that wireless controller models: WHC-1 and WTTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.
 - iv. Power surges, water damage, lightning or other "acts of nature."
 - v. Vandalism or acts of terrorism or war.
 - vi. Excessive application of electrical power or improper power connection.
 - vii. Removal of warning labels and protection devices.
 - viii. Installing non-factory replacement parts.
 - ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
- c. Disclaimer
 - i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

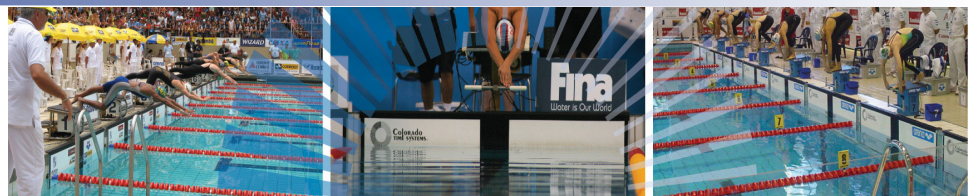
Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16





WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.

Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

**Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366**

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.



NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2" x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.



Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.



5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.
1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: bleachers.net



National Recreation Systems

A **PLAYCORE** Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free **(888)-568-9064**

Fax **(260)-482-7449**

E-mail: sales@bleachers.net

Online: www.bleachers.net

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.

Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products - this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™ control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.

UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com





WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ fabric warranties cover fabric tops up to 40' in length.

Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShade warrants its sewing thread for a period of 8 years.

The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltraShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite

1675 Locust St.
Red Bud, IL 62278
800.458.5872



Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service

1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

Authorized UltraSite Signature

Title

See UltraSite on the web at www.ultra-site.com



Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

**EXHIBIT F
SCOPE OF WORK**

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used.**

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

11/02/2022
 Quote #
 103845-01-04

Hawthorne Park - New Equipment

Town of Surfside
 Attn: Adrian Hernandez
 9293 Harding Avenue
 Surfside, FL 33154
 Phone: 305-866-3635
ahernandez@townofsurfsidefl.gov

Ship to Zip 33154

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
~~~Preliminary Budgetary Quote~~~						
		<ul style="list-style-type: none"> <li>Survey and Siteplan required for permitting</li> <li>Staging area required, probably on road. City to block off area for staging and materials</li> <li>Owner to open fence for construction access.</li> <li>Additional security fencing if required by others.</li> <li>Expected time frame about 4-5 weeks on site.</li> </ul>				
1	INSTALL	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i> <i>- Existing Playground, Two Swing Frames and Sandbox</i>			\$6,500.00	\$6,500.00
1	178749	GameTime - Owner's Kit			\$84.00	\$84.00
1	RDU	GameTime - Xscape System with Shade	\$37,950.00	24.00	\$28,842.00	\$28,842.00
		(1) 4957 -- Bubble Mirror				
		(1) 4958 -- Hypno Wheel				
		(8) 26094 -- Triangular Shroud				
		(1) 36000 -- Bubble Climbing Wall				
		(1) 36001 -- Shapes Climbing Wall				
		(1) 36007 -- Ashiko & Djembe				
		(1) 36009 -- Gizmo				
		(1) 36013 -- Rock Wall Link				
		(1) 36024 -- 90 Deg 3 Way X-Pod Step				
		(1) 36038 -- 3 Way X-Pod Step W/ Umbrella Canopy				
		(1) 36046 -- 3' Xscape Curved Zip Slide				
1	6334	GameTime - Dune 12 With Shadowplay Flower	\$11,453.00	16.00	\$9,620.52	\$9,620.52
1	6299	GameTime - Inclusive Seesaw			\$8,884.00	\$8,884.00
1	8476	GameTime - Infinity Bowl	\$3,365.00	3.00	\$3,264.05	\$3,264.05
1	6272	GameTime - Merry-Go-All	\$9,407.00	6.00	\$8,842.58	\$8,842.58
2	3240	GameTime - Sensory Ring	\$788.00	16.00	\$661.92	\$1,323.84
1	3906	GameTime - Bells 20" 2S	\$1,812.00	16.00	\$1,522.08	\$1,522.08
1	3939	GameTime - Color Wheel 20" 2S	\$3,089.00	16.00	\$2,594.76	\$2,594.76
1	3259	GameTime - Concert Trio	\$5,743.00	3.00	\$5,570.71	\$5,570.71
1	5192	GT-Shade - Double Bay Swing Shade	\$12,090.00	3.00	\$11,727.30	\$11,727.30
2	5145	GameTime - Expression Swing 5" X 8'	\$1,859.00	16.00	\$1,561.56	\$3,123.12
2	SS8918	GameTime - Belt Seat 5" /8' High W/Clevis	\$415.00	16.00	\$348.60	\$697.20



GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

11/02/2022  
 Quote #  
 103845-01-04

## Hawthorne Park - New Equipment

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	66506	UltraPlay - Sailboat Sandbox	\$5,000.00	6.00	\$4,700.00	\$4,700.00
1	Harmony	UltraPlay - Harmony FreeNotes (under Omnia Contract)- 3 butterflies 3 flowers	\$9,208.00	6.00	\$8,655.52	\$8,655.52
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>			\$37,400.00	\$37,400.00
1	INSTALL	5-Star Plus - Mound - Extra Rock for mound installation			\$750.00	\$750.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings			\$1,200.00	\$1,200.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey &amp; Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>			\$1,600.00	\$1,600.00
Contract: OMNIA #2017001134					<b>Sub Total</b>	\$146,901.68
					<b>Freight</b>	\$5,947.13
					<b>Total</b>	<b>\$152,848.81</b>

This quote was prepared by Rob Dominica, President.  
 For questions or to order please call - 800-432-0162 ext. 113 [robdom@gametime.com](mailto:robdom@gametime.com)

**Due to unforeseen supply and personnel issues, ALL orders are shipping in approximately 8-10 weeks. Some orders depending on specific items may take longer or possibly go quicker. Not until an order is in the system and processed can we give an expected ship date. In addition, labor shortages may cause installation dates to be extended. It is difficult to provide exact days for delivery and installation.**

**All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.**  
 All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.  
 For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

**Payment Terms: Governmental Purchase Order.**  
**Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.**  
 Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.  
**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.  
 This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.  
 Pricing: Firm for 60 days from date of quotation.  
 Shipment: F.O.B. factory, order shall ship within 60 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.  
 Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.  
 Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.



GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

11/02/2022  
 Quote #  
 103845-01-04

## Hawthorne Park - New Equipment

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

### SHADE TERMS :

- Winds greater than 90 mph, require the removal of the shade fabric to prevent damage.
- Quote does not include any provisions for lighting protection.
- Lead time for Shade is about 6 weeks AFTER approval of permits (if required).
- Installer not responsible for site conditions. For Large Shades holes may be upwards of 8' deep or wide, if additional drilling or digging is needed due to rock, coral, utilities, or other unknown items; additional charges may be applied to order.
- Standard installation requires access for large machinery, possibly including a crane, and a staging area. Installer not responsible for sod damage or sidewalk repair on access path and staging area, unless otherwise noted.
- Standard installation is for earth formed footers. Soil testing is not included.

### Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$152,848.81**





Playpalette: Passion Fruit

10/6/22

Intellectual Property of GameTime, a Playcore Company - The Art of Play in Rebuilding an Enduring and Inspiring Community



# Hawthorne Park Playground





Questions to still determine

- Confirm Brightview doing the wood fiber removal
- Confirm Brightview doing the tree barrier protection
  - top should be below surfacing level
- What will be the edge detail against the fence

Poured in Place Rubber Surfacing WITH FALL PROTECTION

- 8' under swings
- 6' everywhere else

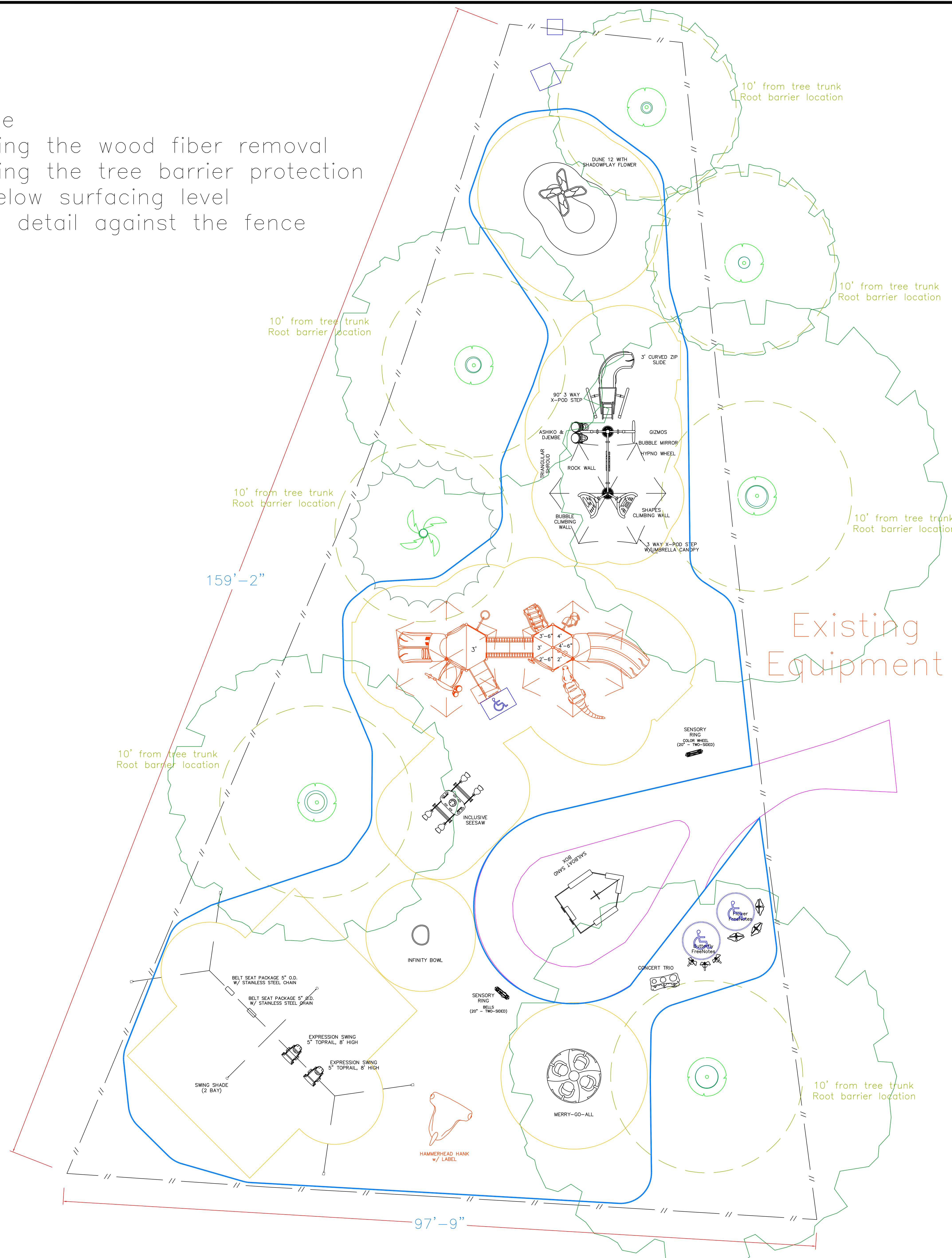
~ 5,500 sq. ft.

- Design and colors to be determined

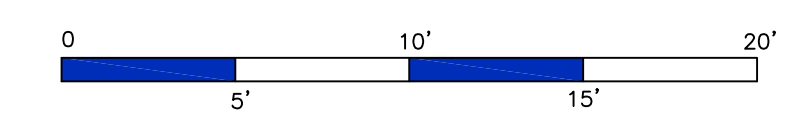
Bonded Rubber Surfacing NO Fall protection

~ 3,300 sq. ft.

- in remainder of the area and around trees



Existing Equipment



ISO 9001 CERTIFIED  
 150 PlayCore Drive SE  
 Fort Payne, AL 35967  
 www.gametime.com

Hawthorne Park  
 Representative  
 Dominica Recreation Products

This play equipment is recommended for children ages 2 - 5

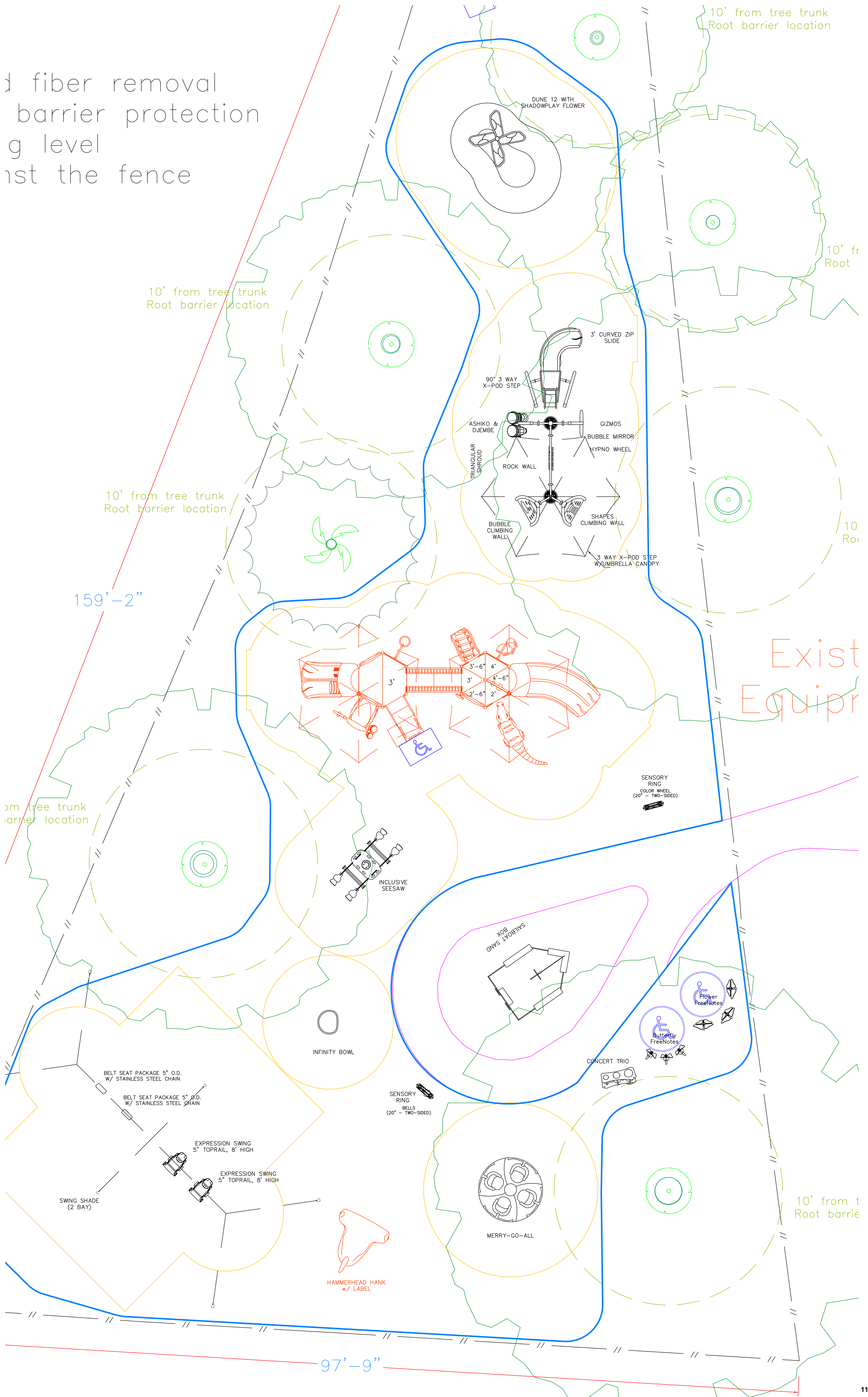
Minimum Area Required:  
 Scale: 1" = 5'-0"  
 This drawing can be scaled only when in an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
 Rob  
 Date:  
 11-2-22  
 Drawing Name:  
 Hawthorne - November 2022



fiber removal  
barrier protection  
ground level  
first the fence







Playpalette: Passion Fruit

10/6/22



# Hawthorne Park Playground







Playpalette. Passion Fruit

10/6/22

Intellectual property of GameTime, a PlayCorp Company. Free to view in renderings for information and may not reflect exact live conditions.



# Hawthorne Park Playground







Playpalette: Passion Fruit

10/6/22



# Hawthorne Park Playground







Playpalette: Passion Fruit

10/6/22  
Intellectual property of GameTime® Playcare.com, Inc. All shown in this image are illustrative only, not perfect exact to applications.

**GameTime**  
4000 COBE Avenue  
www.gametime.com

# Hawthorne Park Playground

**drp** **Dominica**  
Recreation Products  
www.playdrp.com



Playpalette: Passion Fruit

10/6/22  
Intellectual property of Gametime, a Playcorp Company. The art shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

# Hawthorne Park Playground



www.playdrrp.com





10/6/22

Playpalette: Passion Fruit

**GameTime**  
A PLAYCARE SYSTEM  
www.gametime.com

# Hawthorne Park Playground

**dirp** **Dominica**  
Recreation Products  
www.playdirp.com





10/6/22  
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Playpalette: Passion Fruit



# Hawthorne Park Playground







Playpalette: Passion Fruit

**GameTime**  
A PLAYCARE COMPANY  
www.gametime.com

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# Hawthorne Park Playground

**drp** **Dominica**  
Recreation Products  
www.playdrp.com





Playpalette: Passion Fruit

10/6/22

Intellectual property of GameTime Recreation Company. This playground is a product of GameTime Recreation Company. All rights reserved. For more information, visit [www.gametime.com](http://www.gametime.com).



# Hawthorne Park Playground



[www.playcrrp.com](http://www.playcrrp.com)



Questions to still determine

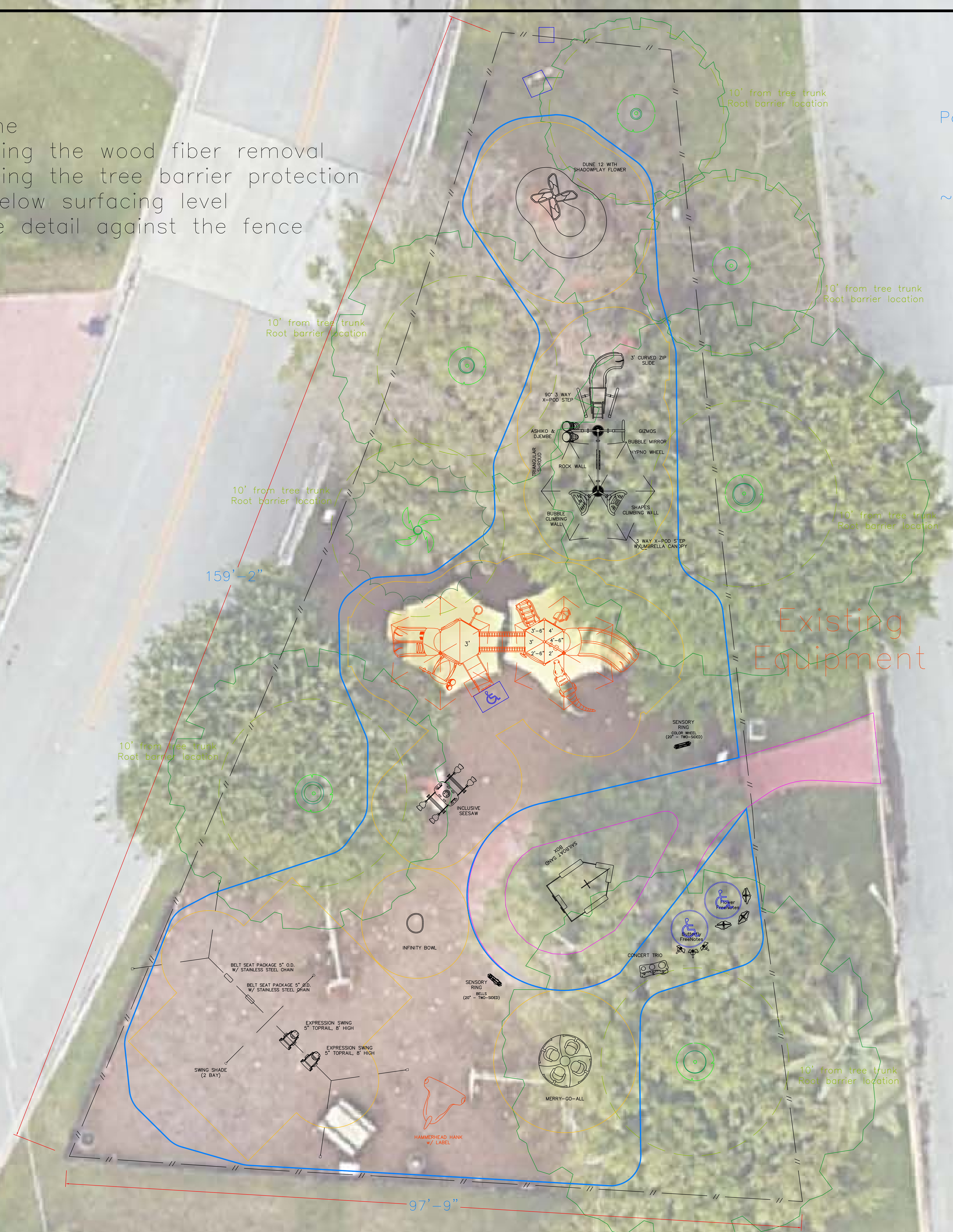
- Confirm Brightview doing the wood fiber removal
- Confirm Brightview doing the tree barrier protection
  - top should be below surfacing level
- What will be the edge detail against the fence

Poured in Place Rubber Surfacing WITH FALL PROTECTION

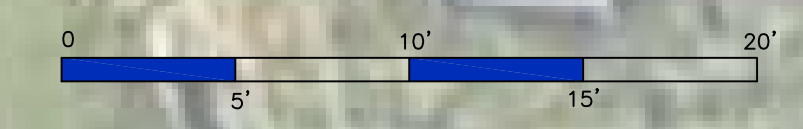
- 8' under swings
- 6' everywhere else
- ~ 5,500 sq. ft.
- Design and colors to be determined

Bonded Rubber Surfacing NO Fall protection

- ~ 3,300 sq. ft.
- in remainder of the area and around trees



Existing Equipment



ISO 9001 CERTIFIED  
 150 PlayCore Drive SE  
 Fort Payne, AL 35967  
 www.gametime.com  
 ISO 45001 CERTIFIED

Hawthorne Park  
 Representative  
 Dominica Recreation Products

This play equipment is recommended for children ages 2 - 5

Minimum Area Required:  
 Scale: 1" = 5'-0"  
 This drawing can be scaled only when in an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
 Rob  
 Date:  
 11-2-22  
 Drawing Name:  
 Hawthorne - November 2022





GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

11/02/2022  
 Quote #  
 103845-03-02

## Hawthorne Park - Unitary Surfacing

Town of Surfside  
 Attn: Adrian Hernandez  
 9293 Harding Avenue  
 Surfside, FL 33154  
 Phone: 305-866-3635  
[ahernandez@townofsurfsidefl.gov](mailto:ahernandez@townofsurfsidefl.gov)

Ship to Zip 33154

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
		<ul style="list-style-type: none"> <li>Arborist to verify tree root locations and viability of poured rubber surfacing around trees. Possible pruning of exposed tree roots.</li> <li>Others to remove and dispose all existing wood fiber surfacing to suitable earth.</li> <li>Others to provide installation of Root Barriers</li> <li>All irrigation to be located and cap-offed by others.</li> <li>Staging area required, probably on road. City to block off area for staging and materials</li> <li>Owner to open fence for construction access.</li> <li>Additional security fencing if required by others.</li> </ul>				
1	INSTALL	5-Star Plus - Removal/Disposal of existing Items- Existing Borders & Sand Box			\$4,500.00	\$4,500.00
430	Curb	GT-Impax - Concrete Curb (ln. ft.)- 4" Wide - Not Reinforced			\$31.50	\$13,545.00
8800	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- Installed per specification of Unitary Surfacing requirements. - Double Thickness			\$6.85	\$60,280.00
2000	Poured-8	GT-Impax - Poured Rubber Surfacing - 8' fall height- 50% Standard Color - Aromatic Binder - 3.5" Thick with 1/2" EPDM wear course cap	\$26.57	17.99	\$21.79	\$43,580.00
3500	Poured-6	GT-Impax - Poured Rubber Surfacing - 6' fall height- 50% Standard Color - Aromatic Binder - 3" Thick with 1/2" EPDM wear course cap	\$25.35	17.99	\$20.79	\$72,765.00
3300	Bonded-4	GT-Impax - Bonded Rubber Surfacing - 4' fall height- ASTM Compliant - ADA Compliant (1.75" total thickness)	\$24.13	17.99	\$19.79	\$65,307.00
1	Aliphatic	GT-Impax - Aliphatic Binder Upgrade- Upgrade at NO CHARGE - Value of \$18,425				
1	75% Color	GT-Impax - 75% Total Color Upgrade- Upgrade at NO CHARGE - Value of \$5,665				
1	TPV	GT-Impax - TPV Granules - Smaller more dense upgrade- Upgrade at NO CHARGE - Value of \$7,425				
1	Designs	GT-Impax - Designs and Graphics Upgrade			\$6,000.00	\$6,000.00
					<b>Sub Total</b>	\$265,977.00
					<b>Total</b>	<b>\$265,977.00</b>

This quote was prepared by Rob Dominica, President.  
 For questions or to order please call - 800-432-0162 ext. 113 [robd@gametime.com](mailto:robd@gametime.com)

**All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.**  
 All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.  
 For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)



GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

11/02/2022  
 Quote #  
 103845-03-02

## Hawthorne Park - Unitary Surfacing

**Payment Terms: Governmental Purchase Order.**

**Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.**

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 60 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.

**Acceptance of quotation:**

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$265,977.00**





Uprights: Black  
Accent: Champagne

10/4/22  
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

# Hawthorne Park Fitness Items

## Town of Surfside, FL



www.gametime.com



www.playdrp.com





Uprights: Black  
Accent: Champagne

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

10/4/22



www.gametime.com

# Hawthorne Park Fitness Items

## Town of Surfside, FL



www.playdrp.com





Uprights: Black  
Accent: Champagne

10/4/22  
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

# Hawthorne Park Fitness Items

## Town of Surfside, FL



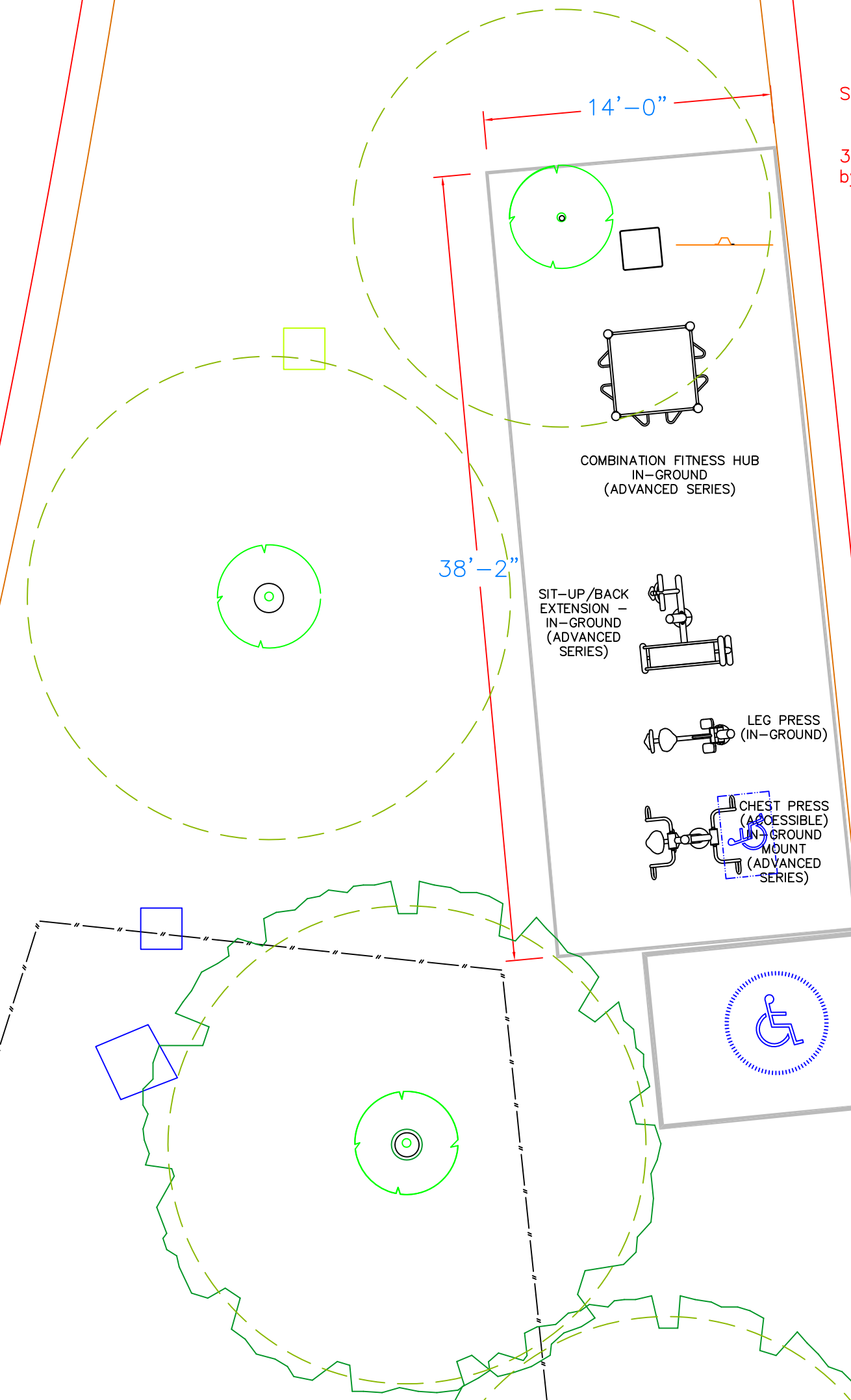
www.gametime.com



www.playdrp.com



All Fitness Equipment  
Compliant with ASTM  
F3101-21a  
For Ages 13+

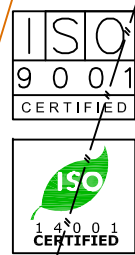


Sign to be moved by Others  
- Speed Bump Ahead

3" Tree to removed or moved  
by others

560 sq. ft.  
100 in. ft.

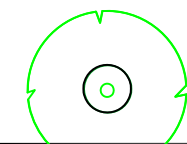
Access Area  
from Curb Cut  
By Installer (TBD)



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

Hawthorne Park  
Fitness Items

Representative  
Dominica Recreation Products



This play  
equipment is  
recommended  
for children ages  
13+

Minimum Area Required:

Scale:  
This drawing can be  
scaled only when in  
an 18" x 24" format

**IMPORTANT:** Soft resilient surfacing  
should be placed in the use zones of all  
equipment, as specified for each type of  
equipment, and at depths to meet the  
critical fall heights as specified by the U.S.  
consumer Product Safety Commission,  
ASTM standard F 1487 and Canadian  
Standard CAN/CSA-Z-614

Drawn By:  
Rob  
Date:  
10-4-22  
Drawing Name:  
HAWTHORNE - Fitness


All Fitness Equipment  
Compliant with ASTM  
F3101-21a  
For Ages 13+

 Training Envelope - No OVERLAP  
 Use Zone - Overlap Allowed

Sign to be moved by Others  
- Speed Bump Ahead

3" Tree to removed or moved  
by others

560 sq. ft.  
100 ln. ft.

  Access Area  
from Curb Cut  
By Installer (TBD)



150 PlayCore Drive SE  
Fort Payne, AL 35967  
[www.gametime.com](http://www.gametime.com)

Hawthorne Park  
Fitness Items

Representative  
Dominica Recreation Products

This play  
equipment is  
recommended  
for children ages  
13+

Minimum Area Required:

Scale:  
This drawing can be  
scaled only when in  
an 18" x 24" format

**IMPORTANT:** Soft resilient surfacing  
should be placed in the use zones of all  
equipment, as specified for each type of  
equipment, and at depths to meet the  
critical fall heights as specified by the U.S.  
consumer Product Safety Commission,  
ASTM standard F 1487 and Canadian  
Standard CAN/CSA-Z-614

Drawn By:  
Rob  
Date:  
10-4-22  
Drawing Name:  
HAWTHORNE - Fitness





GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

10/07/2022  
 Quote #  
 103845-02-03

## Hawthorne Fitness Zone

Town of Surfside  
 Attn: Adrian Hernandez  
 9293 Harding Avenue  
 Surfside, FL 33154  
 Phone: 305-866-3635  
[ahernandez@townofsurfsidefl.gov](mailto:ahernandez@townofsurfsidefl.gov)

Ship to Zip 33154

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
~~~~~ <ul style="list-style-type: none"> <li>Owner to move (or remove) 3" tree in area.</li> <li>Sign to be moved by owner</li> <li>Parking and road striping by others</li> </ul>						
1	13590I	GameTime - Combo Fitness Hub In ground	\$6,037.00	16.00	\$5,071.08	\$5,071.08
1	13561I	GameTime - Sit Up/ Back Extension	\$5,881.00	16.00	\$4,940.04	\$4,940.04
1	13559I	GameTime - Leg Press (Single)	\$5,910.00	16.00	\$4,964.40	\$4,964.40
1	13271I	GameTime - Chest Press - Ada (In-Ground Mount)	\$7,791.00	16.00	\$6,544.44	\$6,544.44
1	INSTALL	GameTime - Installation of Fitness Equipment			\$8,000.00	\$8,000.00
~~~~~						
600	Digout	GT-Impax - Digout/Sitework of area (per sq. ft.)			\$1.32	\$792.00
600	Spoils	GT-Impax - Removal/Disposal from Site the Spoils from Digout (per sq. ft.)			\$2.50	\$1,500.00
100	Curb	GT-Impax - Concrete Curb (In. ft.)- 4" Wide - Not Reinforced			\$31.50	\$3,150.00
560	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- Installed per specification of Unitary Surfacing requirements.			\$4.40	\$2,464.00
1	INSTALL	GT-Impax - Curb Cut for ADA Access			\$600.00	\$600.00
1	Poured	GT-Impax - Poured Rubber - 8' fall height - minimum install			\$14,000.00	\$14,000.00
~~~~~						
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings- Fitness Equipment			\$1,200.00	\$1,200.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>			\$1,600.00	\$1,600.00
Contract: OMNIA #2017001134					Sub Total	\$54,825.96
					Freight	\$1,169.80
					Total	\$55,995.76

This quote was prepared by Rob Dominica, President.
 For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Due to unforeseen supply and personnel issues, ALL orders are shipping in approximately 8-10 weeks. Some orders depending on specific items may take longer or possibly go quicker. Not until an order is in the system and processed can we give an expected ship date. In addition, labor shortages may cause installation dates to be extended. It is difficult to provide exact days for delivery and installation.



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

10/07/2022
 Quote #
 103845-02-03

Hawthorne Fitness Zone

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 60 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$55,995.76**

Proposal for Extra Work at Surfside

Property Name	Surfside	Contact	Tim Millan
Property Address	9293 Harding Ave Surfside, FL 33154	To Billing Address	Town of Surfside 9293 Harding Ave Surfside, FL 33154
Project Name	Tot Lot tree trimming, palm relocation, and Root Barrier installation		
Project Description	Prepare tot lot for playground installation		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	30 PERCENT CUTBACK ON EXISTING TREES IN TOT LOT CONSISTS OF 2 FICUS TREES 60 FOOT WIDE BY 60 FEET TALL, 1 SEA GRAPE TREE 55 FOOT WIDE BY 60 FOOT TALL 3 ROYAL POINCIANA TREE 55-60 FOOT WIDE BY 50 FOOT TALL	\$0.00	\$0.00
1.00	EACH	ACCESS REQUIRED TO INSIDE OF SITE..PARK TO REMAIN CLOSED DURING WORK PERIOD..IRRIGATION NOT INCLUDED IF NECESSARY	\$0.00	\$0.00
75.00	HOUR	Arbor Crew- 3 Man Crew CONSISTS OF BUCKET TRUCK, CHIPPER, AND CHIPPER TRUCK	\$204.16	\$15,311.70
120.00	YARD	DUMP FEES	\$21.20	\$2,544.00
320.00	FEET	BIO BARRIER 24 INCHES DEEP 4 TREES REQUIRE 80 FEET BARRIER PER TREE...2	\$21.20	\$6,784.00
100.00	FEET	BIO BARRIER 24 INCHES DEEP 2 TREES REQUIRE 50 FEET BARRIER PER TREE..	\$21.20	\$2,120.01
1.00	EACH	REMOVE ALL LEAVES AND EXISTING MULCH TO PREPARE FOR CONSTRUCTION	\$1,908.00	\$1,908.00
1.00	EACH	RELOCATE SABAL PALM TO NORTH SIDE OF PROPERTY AWAY FROM PLAYGROUND AREA	\$750.00	\$750.00
1.00	EACH	RELOCATE SMALL OAK TREE TO NORTH SIDE OF PROPERTY AWAY FROM PLAYGROUND AREA	\$100.00	\$100.00

For internal use only

SO# 7956180
JOB# 353600077
Service Line 130

Total Price \$29,517.71

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
2711 SW 36th St, Dania Beach, FL 33312 ph. (561) 848-1575 fax (561) 848-8104

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

	Park and recreation director
Signature _____	Title _____
Tim Millan	October 19, 2022
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

	Account Manager
Signature _____	Title _____
Patrick T. Woolbert	October 19, 2022
Printed Name _____	Date _____

Job #:	353600077		
SO #:	7956180	Proposed Price:	\$29,517.71



Streamline Voice & Data Inc.
2045 Biscayne Blvd #313
Miami, FL 33137
(305) 577-8800
billing@streamlinevoice.com
www.streamlinevoice.com

ADDRESS

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

ESTIMATE # 200556
DATE 09/08/2022

AG NVR AGNVR2400P4KSAT4 - Acegear NVR2400P4KSAT4 24-ch, 4 SATA interface, 4K, Dual Network interface, RAID 1/5	1	780.00	780.00T
AG 4MP AGCI1408WDFWH - Acegear CI1408WDFWH, IP 4MP 2.8mm, Night Fight EXIR 100ft 48vPoE 12VDC UL Listed	8	245.00	1,960.00T
Bracket Outdoor Camera Bracket/Arm for Pole	8	68.00	544.00T
HDTB 8 Terrabyte Hard Drive	1	387.00	387.00T
Wire CAT6 Outdoor Rated Cable to be installed to 8 pole locations.	8	225.00	1,800.00T
Switch 16 Port PoE GB Switch - installed	1	550.00	550.00T
Install Complete installation, programming and training	1	1,200.00	1,200.00T
Conduit Installation of underground conduit for connection of all cameras. Ground to be prepped by Surfside	1	2,400.00	2,400.00T
NEMA Outdoor Rated NEMA Electrical Box with 120V electrical connections and cooling fan - Installed. High Voltage to be connected by Surfside	1	2,750.00	2,750.00T

Estimate assumes that the Town of Surfside will supply and install conduit and poles to each camera location. Power and weather proof box to be provided at termination point.

SUBTOTAL	12,371.00
TAX	0.00
TOTAL	\$12,371.00

Accepted By

Accepted Date

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH PLAYCORE WISCONSIN, INC. D/B/A GAMETIME FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT AND RELATED SURFACING AND OUTDOOR FITNESS EQUIPMENT FOR HAWTHORNE TOT LOT PARK UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF CHARLOTTE, NORTH CAROLINA, CONTRACT NO. 2017001134 PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; APPROVING AND AUTHORIZING THE PURCHASE OF LANDSCAPING SERVICES FOR HAWTHORNE TOT LOT PARK FROM BRIGHTVIEW LANDSCAPE SERVICES, INC. PURSUANT TO TOWN RFP NO. 2020-07; APPROVING AND AUTHORIZING THE PURCHASE OF PUBLIC SAFETY SURVEILLANCE CAMERAS FOR HAWTHORNE TOT LOT PARK FROM STREAMLINE VOICE & DATA, INC.; FINDING THAT THE PURCHASES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) AND 3-13(7)(F) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) seeks to purchase and install new equipment and resurfacing for Hawthorne Tot Lot Park (the “Project”), including playground and shading equipment (“Playground Equipment”) together with surfacing for the Playground Equipment (“Surfacing”) and outdoor fitness equipment (“Fitness Equipment”);and

WHEREAS, the City of Charlotte, North Carolina, issued Request for Proposals No. 269-2017-0028 (“RFP”) for playground and outdoor fitness equipment, site accessories, surfacing, and related products and services, and competitively awarded

Playcore Wisconsin, Inc. d/b/a GameTime (“GameTime”) Contract No. 2017001134 pursuant to the RFP (“Charlotte Contract”); and

WHEREAS, GameTime has provided the Town with a quote (the “GameTime Quote”) for the Project in the amount of \$474,821.57 based on the terms, conditions, and rates of the Charlotte Contract, which quote consists of (1) the Playground Equipment in the amount of \$152,848.81, (2) the Surfacing in the amount of \$265,977.00, and (3) the Fitness Equipment in the amount of \$55,995.76; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, in accordance with Section 3-13(3) of the Town’s Code, the Town Commission seeks to authorize the Town Manager to enter into an agreement, in substantially the form attached hereto as Exhibit “A” (“Agreement”), with GameTime for the Project in an amount not to exceed \$474,821.57; and

WHEREAS, the Town also seeks to purchase landscaping services for Hawthorne Tot Lot Park from its existing landscape provider, Brightview Landscape Services, Inc. (“Brightview”), which has provided the Town with a quote attached hereto as Exhibit “B” (“Brightview Quote”) for the additional landscaping services in an amount not to exceed \$29,517.71 (the “Landscaping Services”), based on the existing Professional Services Agreement entered into pursuant to Request for Proposal No. 2020-07 (“Brightview Contract”); and

WHEREAS, the Town Commission desires to approve and authorize the Town Manager to purchase the Landscaping Services from Brightview on behalf of the Town in the amount of \$29,517.71, in accordance with the Brightview Quote attached hereto as Exhibit “B” and the terms and conditions of the Brightview Contract; and

WHEREAS, the Town also requires public safety surveillance cameras (“Camera Equipment”) to provide additional security for residents and visitors to Hawthorne Tot Lot Park; and

WHEREAS, Streamline Voice & Data, Inc. (“Streamline”) has provided the Town with a quote, attached hereto as Exhibit “C” (“Streamline Quote”), for the Camera Equipment in an amount of \$12,371.00; and

WHEREAS, pursuant to Section 3-13(7)(f) of the Town’s Code, public works or utilities purchases or work for Town facilities are exempt from competitive bidding; and

WHEREAS, the Town Commission desires to approve and authorize the Town Manager to purchase the Camera Equipment for Hawthorne Tot Lot Park on behalf of the Town in an amount of \$12,371.00, in accordance with the Streamline Quote attached hereto as Exhibit “C”; and

WHEREAS, the total cost of all purchases and installation for the Project at Hawthorne Tot Lot Park is \$521,710.28; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization of GameTime Agreement. That the Town Commission hereby approves the Agreement and the GameTime Quote for the Project in an amount not to exceed \$474,821.57 pursuant to Section 3-13(3) of the Town Code. The Town Manager is authorized to execute the Agreement with GameTime, in substantially the form attached hereto as Exhibit "A", consistent with the terms and conditions of the Charlotte Contract and the GameTime Quote, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 3. Approval and Authorization of Purchase of Landscaping Services from Brightview. The Town Commission hereby approves and authorizes the purchase of the Landscaping Services from Brightview in an amount not to exceed \$29,517.71, in accordance with the terms and conditions of the Brightview Contract and the Brightview Quote.

Section 4. Approval and Authorization of Purchase of Camera Equipment from Streamline. The Town Commission hereby approves and authorizes the purchase of the Camera Equipment from Streamline in an amount not to exceed \$12,371.00, in accordance with the Streamline Quote.

Section 5. Exemption from Competitive Bidding. The Town Commission finds that the Agreement based on the terms and conditions of the Charlotte Contract with GameTime for the Project is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code. The Town Commission further finds that the purchase of the Camera

Equipment from Streamline is exempt from competitive bidding pursuant to Section 3-13(7)(f) of the Town Code.

Section 6. Implementation. That the Town Commission hereby authorizes the Town Manager to execute any purchase order or required agreement or documentation for the purchases described in this Resolution, subject to approval by the Town Attorney as to form and legal sufficiency, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	_____
Commissioner Marianne Meisheid	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Jeffrey Rose	_____
Mayor Shlomo Danzinger	_____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
PLAYCORE WISCONSIN, INC. D/B/A GAMETIME

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the “Town”), and **PLAYCORE WISCONSIN, INC. D/B/A GAMETIME**, a Wisconsin for-profit corporation authorized to do business in Florida (hereinafter, the “Contractor”). Collectively, the Town and the Contractor are referred to as the “Parties.”

WHEREAS, the Town seeks to purchase and install new equipment for Hawthorne Park (the “Project”), including playground structures and shading equipment (the “Playground Equipment”) together with surfacing for the Playground Equipment (the “Surfacing”) and outdoor exercise equipment (the “Exercise Equipment”); and

WHEREAS, the City of Charlotte, North Carolina, issued Request for Proposals No. 269-2017-0028 for playground and outdoor fitness equipment, site accessories, surfacing, and related products and services, and competitively awarded the Contractor Contract No. 2017001134 pursuant to the RFP (the “City of Charlotte Contract”); and

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

WHEREAS, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, the Town desires to engage the Contractor to implement the Project and provide the deliverables as specified below.

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

- 1. Incorporation of Contract.** The terms and conditions of the City of Charlotte Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the City of Charlotte Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
- 2. Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by

EXHIBIT A

reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- A. First Priority: Base Agreement;
 - B. Second Priority: E-Verify Affidavit;
 - C. Third Priority: Exhibit A – City of Charlotte Contract.
 - D. Fourth Priority: Exhibit B – GameTime Composite Quote
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the City of Charlotte Contract unless otherwise provided in this Agreement. All references to the City of Charlotte shall be replaced with the Town of Surfside where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation.** Compensation to the Contractor for implementation of the Project shall be in an amount not to exceed \$474,821.57, in accordance with the rates of the City of Charlotte Contract attached hereto as Exhibit “A” and the composite quote for the Playground Equipment, the Surfacing, and the Exercise Equipment attached hereto as Exhibit “B.” Specifically, the Contractor shall be compensated in the amount of (1) \$152,848.81 for the Playground Equipment, (2) \$265,977.00 for the Surfacing, and (3) \$55,995.76 for the Exercise Equipment.
6. **Amending Section 8 of the City of Charlotte Contract.** Section 8.1.2 of the City of Charlotte Contract is hereby deleted in its entirety and replaced as follows:

To obtain approval for a price increase, the Contractor shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Town Manager or the Town Manager’s designee, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154

7. **Amending Section 9 of the City of Charlotte Contract.** Section 9 of the City of Charlotte Contract is hereby deleted in its entirety and replaced as follows:

EXHIBIT A

Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

8. **Amending Section 13 of the City of Charlotte Contract.** Section 13.1 of the City of Charlotte Contract is hereby amended as follows:

13. GENERAL WARRANTIES. Company represents and warrants that:

13.1 It is a corporation duly incorporated, ~~validly existing and in good standing under the laws of the state of Alabama,~~ and is qualified to do business in ~~North Carolina~~ Florida;

9. **Amending Section 32 of the City of Charlotte Contract.** Section 32 of the City of Charlotte Contract is hereby amended as follows:

32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the Town pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the Town, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the Town and each of the Town's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other

EXHIBIT A

liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision; negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

(1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;

(2) Claims arising from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and

(3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

10. Amending Sections 42, 43, and 44 of the City of Charlotte Contract.

Section 42, "Confidentiality," Section 43, "Restrictions," and Section 44, "Exceptions," of the City of Charlotte Contract are hereby deleted in its entirety and replaced as follows:

Ownership and Access to Records and Audits.

- A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor

EXHIBIT A

during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- B.** Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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 Town.
- C.** Upon request from the Town’s custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- E.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- F.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.

EXHIBIT A

G. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

H. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: SANDRA MCCREADY, MMC, 9293 HARDING AVENUE, SURFSIDE, FL 33154, 305-861-4863, SMCREADY@TOWNOFSURFSIDEFL.GOV.

11. Amending Section 45.3 of the City of Charlotte Contract. Section 45.3 of the City of Charlotte Contract is hereby deleted in its entirety and replaced as follows:

45.3. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

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

13. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town 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.

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

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME

By: _____
Andrew Hyatt
Town Manager

By: _____

Attest:

Name: _____

By: _____
Sandra McCready, MMC
Town Clerk

Title: _____

Entity: _____

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
ahyatt@townofsurfsidefl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian M. Arango, Esq.
Town of Surfside Town Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT A

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town of Surfside requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

EXHIBIT A
EXHIBIT "A"

City of Charlotte
Contract No. 2017001134

A copy of the City of Charlotte Contract No. 2017001134 is on file with the Town Clerk of Surfside.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

- EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- EXHIBIT B: Installation Fees
- EXHIBIT C: National Network of Distributors and Installers
- EXHIBIT D: Freight Rate Schedules
- EXHIBIT E: Product Warranties
- EXHIBIT F: Scope of Work
- EXHIBIT G: U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

- Acceptance:* Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
- Affiliates:* Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
- Biodegradable:* Refers to the ability of an item to be decomposed by bacteria or other living organisms.
- Charlotte Business Inclusion (CBI):* Refers to the Charlotte Business Inclusion office of the City of Charlotte.
- Charlotte Combined Statistical Area (CSA):* Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INclusion to determine eligibility to participate in the program.
- City:* Refers to the City of Charlotte, North Carolina.
- Company:* Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
- Company Project Manager:* Refers to a specified Company employee representing the best interests of the Company for this Contract.
- Contract:* Refers to a written agreement executed by the City and Company for all or part of the Services.

EXHIBIT A

Contract No. 2017001134
Vendor No. 121531

- Deliverables:* Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
- Documentation:* Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
- Environmentally Preferable Products:* Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
- Lead Public Agency:* Refers to the City of Charlotte, North Carolina.
- Master Agreement:* Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
- Minority Business Enterprise/MBE:* Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
- MWSBE:* Refers to SBEs, MBEs and WBEs, collectively.
- Participating Public Agency:* Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
- Products:* Refers to all Products that the Company agrees to provide to the City as part this Contract.
- Services:* Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

EXHIBIT A

Contract No. 2017001134
Vendor No. 121531

- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
 - 8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202
 - 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
 - 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

- 18. DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
- 19. INSPECTION AT COMPANY’S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days’ notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
- 20. PREPARATION FOR DELIVERY:**
- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City’s purchase order or in the Contract.
- 21. ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company’s expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
- 22. GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
- 23. NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 24. MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

- 25. RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
- 26. RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
- 27. OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 28. TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
- 29. NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
- 30. MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City’s best interest.
- 31. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- 32. INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City and each of the City’s officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

- 33. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

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as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company’s policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party’s Project Manager at the most recent address provided in writing by the other party.

- 40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City’s prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a “Force Majeure Event.” Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute “Force Majeure Events” and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY.**

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- 42.1 DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

44. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

- 44.1 Was already known to Company prior to being disclosed by the City;
- 44.2 Was or becomes publicly known through no wrongful act of Company;
- 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- 44.4 Was used or disclosed by Company with the prior written authorization of the City;
- 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. MISCELLANEOUS

- 45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers’ compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

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Vendor No. 121531

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
 - Section 3 “Term”
 - Section 4.3 “Employment Taxes and Employee Benefits”
 - Section 13 “General Warranties”
 - Section 14 “Additional Representations and Warranties”
 - Section 22 “Guarantee”
 - Section 28 “Other Remedies”
 - Section 29 “Termination”
 - Section 33 “Insurance”
 - Section 34 “Indemnification”
 - Section 39 “Notices”
 - Section 42 “Confidentiality”
 - Section 45 “Miscellaneous”
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

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45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

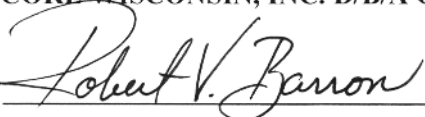
[Signature Page Follows]

EXHIBIT A

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Vendor No. 121531

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

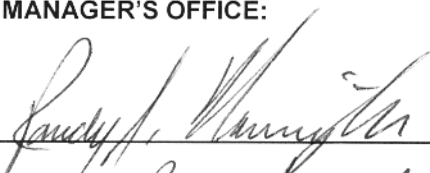
BY: 

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

**CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:**

BY: 

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

**CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:**

BY: 

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 5/11/17

EXHIBIT A

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Vendor No. 121531

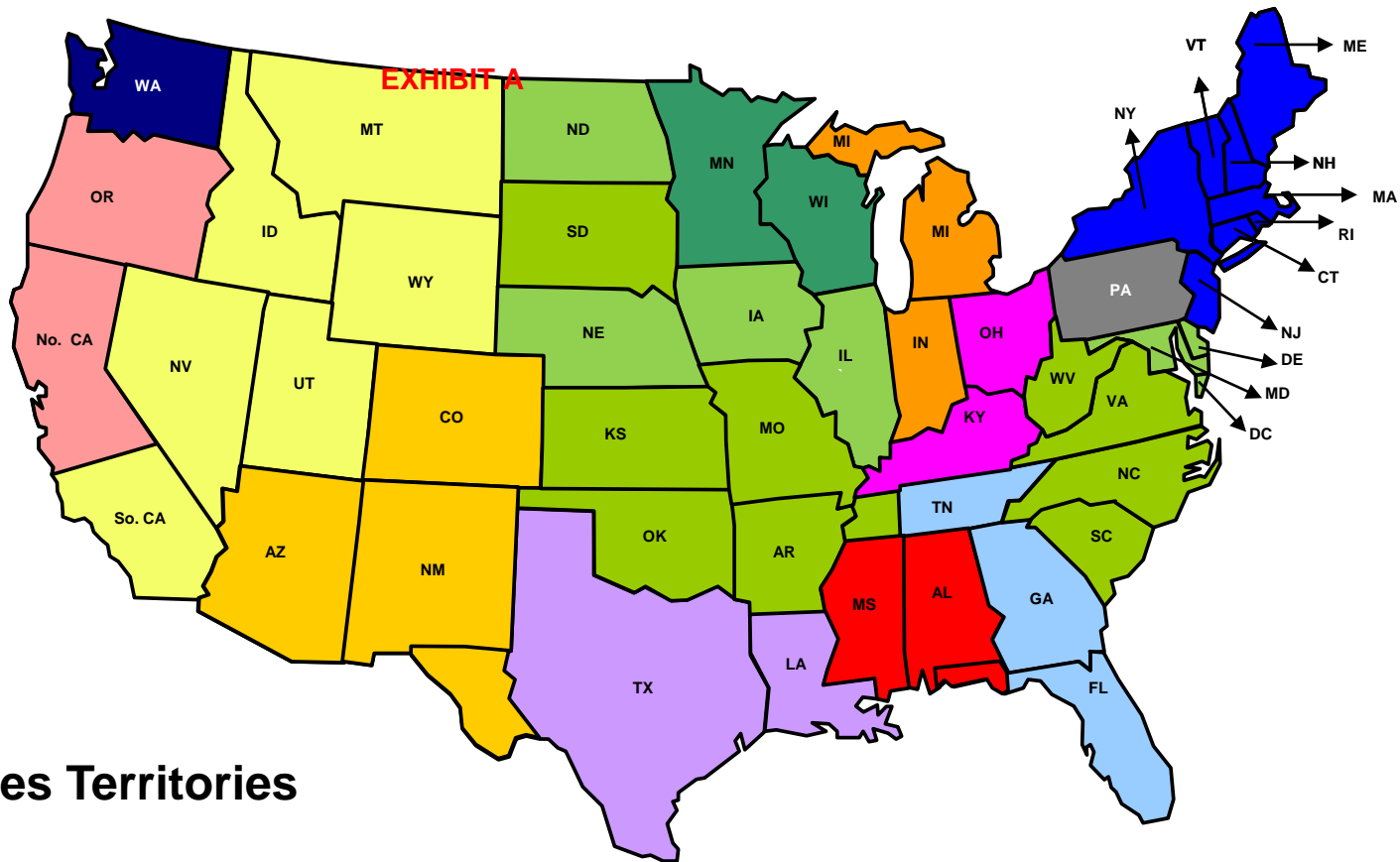
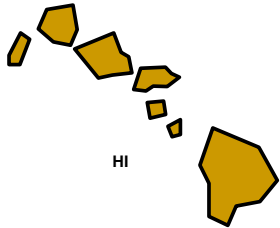
**EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS**

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394



GameTime Sales Territories

PA
Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

**FL
GA
TN**
Dominica Recreation Products, Inc.
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpic.com

**MI
IN**
Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

**KY
OH**
David Williams & Associates, Inc.
PO Box 218
1010 Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com

**AR
KS
MO
NC
OK
SC
VA
WV**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**CA
ID
MT
NV
UT
WY**
Great Western Recreation
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com

**AK
WA**
SiteLines Park & Playground Products
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

**IA
NE
ND
SD**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

**MA
ME
NJ
NY
CT
RI
VT
NH**
Marturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226

**LA
TX**
Total Recreation Products
12022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895

HI
IPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: (808) 945-5301
Website: www.innovativeplaygroundsandrecreation.com

IL
Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com

**No. CA
OR**
MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

**AZ
CO
NM
TX**
Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplemrec.com

**DE
MD
DC**
Cunningham Recreation
PO Box 487
Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com

**MN
WI**
Minnesota/Wisconsin Playground, Inc.
PO Box 3228
Golden Valley, MN 55427
Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com

**AL
FL
MS**
J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012

EXHIBIT A
GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd, Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	

b**Bitting - Bramble Landscapes, LLC. -
Bramble, Mark**

586 Sterling Drive
Sarver, Pa. 16055
Bus: (724) 859-0958
Home: 2018
Mobile: (724) 859-0958
E-mail: bramble.landscapes@gmail.com

Bitting - Playground Pros (Hartzell, Lowell)

154 N. Sheridan Road
Newmanstown, PA 17073
Bus: (610) 589-1769
Home: 2018
Mobile: (610) 413-9832
Bus Fax: (610) 589-1817
E-mail: bill@theplaygroundpros.com

c**Cunningham - Blueprint Construction, LLC
(Liles, Robbie S.)**

5 Liles Woods LN
Garner, NC 27529
Bus: (919) 210-1589
Home: 2018
Bus Fax: (919) 779-9436
E-mail: RL1Builder@gmail.com

**Cunningham - Carlson Consulting and
Contracting**

1150 Prospect Blvd.
Waterloo, Iowa 50701
Bus: (319) 234-8965
Home: 2016
Mobile: (319) 415-8365
Bus Fax: (319) 234-8965
E-mail: landrn1@msn.com

**Cunningham - Cedar Creek Run
Construction - Stanley, Bill**

24072 Zachery Taylor Hwy.
Culpeper, Va. 22701
Bus: (877) 640-9811 / (540) 364-9811
Home: 2016
Mobile: (703) 244-5991
Bus Fax: (540) 825-3445
E-mail: bstanley@ccrconstructionllc.com

Cunningham - CLS Outdoor Services

112 Nivens Drive
P O Box 790
Atoka, TN 38004
Bus: (901) 428-8836
Home: 2018
Mobile: (901) 428-8836
Bus Fax: (901) 475-0015
E-mail: Chris@clsoutdoorservices.com

Cunningham - Custom Park Services

8019 E. Old Jessup Road
PO Box 1098
Jessup, MD 20794
Bus: (410) 799-7745 or 877-799-7745
Home: 2017
Mobile: (410) 365-0502
Bus Fax: (410) 579-1284
E-mail: cpsmike@comcast.net

Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100
Machesney Park, IL 61115
Bus: (815) 708-8540
Home: 2016
Mobile: (815) 505-0500
Bus Fax: (779) 423-2033
E-mail: mbk5977@hotmail.com

Cunningham - D C Install, LLC.

503 Niagara
E. Alton, Illinois 62024
Bus: (618) 531-0848
Home: 2017
Mobile: (618) 531-0848
Bus Fax: (618) 258-9007
E-mail: donchatham@charter.net
E-mail 2: donchatam@charter.net

**Cunningham - D G Services, Inc. (Layne,
Kevin)**

181 Springdale Acres Drive
Mooresville, NC 28115
Bus: 17047993878
Home: 2018
Mobile: 9802302946
Bus Fax: 7047993878
E-mail: dgserv@bellsouth.net

**Cunningham - Elanar Construction
Company**

6620 W. Belmont Avenue
Chicago, IL 60634
Bus: (773) 628-7011
Home: 2018
Mobile: (773) 908-7629
Bus Fax: (773) 628-7041
E-mail: ross@elanar.com
E-mail 2: ross@elanar.com

C

Cunningham - Fuertes Systems Landscaping, Inc

15100 S. Indian Boundary Rd.
Plainfield, Il. 60544
Bus: (815) 725-2959
Home: 2016
Mobile: (847) 312-9393
Bus Fax: (815) 725-3165
E-mail: furte1@sbcglobal.net

Cunningham - G.L. Stone and Son, Inc. - Gilkerson, Leondis

24 First Street
Hamlin, WV. 25523
Bus: (304) 824-3800
Home: 2016
Mobile: (304) 208-4550
Bus Fax: (304) 824-3848
E-mail: glstoneandson@zoominternet.net

Cunningham - Grass roots, Inc.

501 W. Central Avenue
Davidsonville, MD 21035
Bus: (410) 721-1093
Home: 2016
Mobile: (301) 785-5770
Bus Fax: (301) 858-1039
E-mail: ccook@getgrassroots.com

Cunningham - Green-Up Landscape, Inc.

23940 Andrew Road
Plainfield, IL 60585
Bus: (815) 372-3000
Home: 2017
Mobile: (815) 693-1833
Bus Fax: (815) 372-3005
E-mail: brs@green-up.com

Cunningham - Howard's General Contracting

708 Knightswood Road
Fort Mill, S.C. 29708
Bus: (803) 802-1722
Home: 2017
Mobile: (803) 280-5630
E-mail: lance@howardsgc.com

Cunningham - IDE Construction (Turner, Michael)

18601 Green Street
Washington, NE 68068
Bus: (402) 510-0549
Home: 2018
E-mail: turner.michael.17@gmail.com

Cunningham - Jones & Sons Contracting

11409 Boltomley Road
Thurmont, MD 21788
Bus: (301) 898-3743
Home: 2011
Bus Fax: (301) 898-3743
E-mail: lannajones@msn.com

Cunningham - Kay Jay Construction, Inc.

300 S. Carlton Ave. #160
Wheaton, Il. 60187
Bus: (312) 388-3030
Home: 2016
Mobile: (312) 388-3030
E-mail: fred.conforti@sbcglobal.net

Cunningham - Kenneth Company, The

16W064 Jeans Road
Lemont, Il. 60439
Bus: (630) 679-2750
Home: 2016
Mobile: (630) 514-3632
Bus Fax: (630) 325-2780
E-mail: kcoffice@aol.com

Cunningham - Massanelli Construction, Inc.

105 Bellaire Drive
Hot Springs, Arkansas 71901
Bus: (501) 318-7618
Home: 2016
Mobile: (501) 318-7618
Bus Fax: (501) 321-8083
E-mail: TMASSArelli25@yahoo.com

Cunningham - Monkebar Builders, L.L.C.

1214 Towanda Ave., Upper Level
Bloomington, IL 61701
Bus: (309) 829-9111
Home: 2016
Mobile: (309) 825-9111
Bus Fax: (309) 829-5555
E-mail: monkeko@comcast.net

Cunningham - Moore Recreational Products, Inc.

PO Box 472747
Charlotte, NC 28247
Bus: (704) 905-3665
Home: 2017
Mobile: (704) 905-3665
Bus Fax: (704) 643-1369
E-mail: Moorerecreation@gmail.com

C

Cunningham - Old South Building Corp - Deeds, Rob

1622 Brandon Ave.
Petersburg, Va. 23805
Bus: (804) 307-9307
Home: 2016
Mobile: (804) 307-9307
Bus Fax: (804) 733-1110
E-mail: rob@oldsouthbuild.com

Cunningham - Ozark Mountain Installations, Inc.

9706 Lawrence 2237
Monett, MO 65708
Bus: (417) 235-9475
Home: 2018
Mobile: (417) 235-9475
Bus Fax: (417) 236-0897
E-mail: j.m.pass2@yahoo.com

Cunningham - ParkScape Solutions LLC (Woods, Wayne O.)

8226C Hwy J
Black, MO 63625
Bus: (573) 269-4450
Home: 2017
Mobile: (573) 701-3294
E-mail: wayne@parkscapecolutions.com

Cunningham - Play Structure Plus

364 East Main Street, Suite 172
Middletown, De. 19709
Bus: (302) 528-8791
Home: 2016
Mobile: (302) 528-8791
Bus Fax: (302) 378-0747
E-mail: markmacdonald4@verizon.net

Cunningham - Play-N-Scape, Inc.

190 Briarwod Drive
Crystal Lake, IL 60014
Bus: (815) 693-2769
Home: 2016
Mobile: (815) 459-6758
Bus Fax: (815) 459-5790
E-mail: playnscape@comcast.net

Cunningham - Prestige Landscaping Solutions - Mullins, Jason

5001 NW 10 Apt. 905
Oklahoma City, Ok. 73127
Bus: (405) 885-2015
Home: 2014
Mobile: (405) 820-8304
Bus Fax: (405) 849-2739
E-mail: jmullen@pssokc.net

Cunningham - Reese Construction Company

3720 Lucky Drive
Apex, N.C. 27539
Bus: (919) 329-5501
Home: 2017
Mobile: (919) 427-4685
Bus Fax: (919) 329-5503
E-mail: reeseconstruction@hotmail.com

Cunningham - RJR Enterprises, Inc.

804 N 42nd Street
Rogers, AR 72756
Bus: (479) 936-1092
Mobile: (479) 621-3939
E-mail: RonBrown@nwarjr.com

Cunningham - Robert Kremers Construction

515 S. 86th Street
Omaha, NE 68114
Bus: (402) 658-3357
Home: 2017
Mobile: (402) 658-3357
Bus Fax: none
E-mail: bobkremers1@aol.com

Cunningham - Triad Property Services, Inc.

962 Wiley Lewis Road
Greensboro, NC 27406
Bus: (336) 378-1541
Home: 2017
Mobile: (336) 337-1930
Bus Fax: (336) 378-1541
E-mail: brentattps@triad.rr.com

Cunningham - Woods Const. Serv.

8226B Hwy. J
Black, Mo. 63625
Bus: (573) 269-1113
Home: 2017
Mobile: (573) 701-3294
Bus Fax: (573) 269-1033
E-mail: wayne@woodsconstructionservices.com

C

Cunningham - Zogg & Associates (Zogg, Brent)

27610 90th Avenue
Donahue, IA 52746
Bus: (563) 210-2943
Home: 2018
E-mail: zoggdesign@netins.net

Cunningham -Hyde Construction (Hyde, John)

1325 South Bates Avenue
Springfield, IL 62704
Bus: (217) 891-4618
Home: 2018
E-mail: Backstp23@yahoo.com

d

Dawson, J. A.

P.O. Box 1178
Pelham, AL 35124
Bus: (205) 663-5058
Home: 2017
Mobile: (205) 368-4365
Bus Fax: (205) 663-5012
E-mail: cstruthers@jadawsonco.com

Dominca - D.W. Recreation Services, Inc. (West, Donald)

2500 NW 79th Ave. #258
Doral, FL 33122
Bus: (561) 433-4709
Home: 2017
Mobile: (561) 818-4819
E-mail: dwrecreation@bellsouth.net

Dominica - John Fitzgerald, Inc.

P.O. Box 655
Sanford, FL 32772

412 Mattie St.
Sanford, FL 32773
Bus: (407) 323-8822
Home: 2018
Mobile: (407) 920-2256
Bus Fax: (407) 323-0999
E-mail: julie@fivestarininstallers.com

Dominica Recreation Products - Copponex Group LLC (Copponex, Glen)

1478 Highway 124
Auburn, GA 30011
Bus: (770) 421-5252
Home: 2017
Mobile: (770) 846-2120
E-mail: greg@copponexgroup.com

Dominica Recreation Products - Outdoor Construction

134 Stanley Court Sutie#E
Lawrenceville, GA 30046
Bus: (770) 995-8430 Toll Free 877-995-1100
Home: 2017
Mobile: (678) 234-7489
Bus Fax: (886) 536-5244
E-mail: terry@occ-ga.com
E-mail 2: occga@aol.com

Dominica Recreation Products - Pelican Playground Maintenance LLC (De Armond, William)

Suite 202 Dept 213
Fort Myers, FL 33912
Bus: (239) 284-7335
Home: 2018
E-mail: Billy@pelicanplaygroundmaintenance.com

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Great West Park and Play - C S Construction (Amick, Chris)

13049 Lynn Christi Ave
Bakersfield, CA 93314
Bus: (661) 978-9748
Home: 2017
E-mail: csconstruction@bak.rr.com

Great West Park and Play - California Landscape & Design, Inc. (Kammerer, Steve)

273 N. Benson Avenue
Upland, CA 91786
Bus: (909) 949-1601
Home: 2017
Mobile: (909) 215-7439
Bus Fax: (909) 981-9368
E-mail: skammerer@calandscape.com

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Great West Park and Play - Childs Play

1852 Langley Ave
Irvine, CA 92614
Bus: (949) 252-1186
Home: 2017
Mobile: (714) 709-1782
E-mail: chris@childsplaygrounds.com

Great West Park and Play - Cicero Engineering, Inc.

1372 E. Valencia Drive
Fullerton, Ca. 92831
Bus: (714) 871-2800
Home: 2017
Mobile: (562) 762-5147 Frank Cicero
Bus Fax: (714) 871-2801
E-mail: fcicero@ciceroengineering.com

Great West Park and Play - Coastal Park and Recreation - Lapp, Doug

3075 Falda Road
Atascadero, Ca. 93422
Bus: (805) 441-2952
Home: 2018
Mobile: (805) 441-2952
E-mail: doug@coastalparkandrec.com

Great West Park and Play - Distinctive Exteriors, Inc. - Aikens, Phil

6625 South Valley View Blvd
Suite 212
Las Vegas, NV 89118
Bus: (702) 385-4555
Home: 2014
Mobile: (702) 286-7091
E-mail: phil@vegasexteriors.com

Great West Park and Play - Evans Recreation Installation, Inc.

P.O. Box 42607
Las Vegas, Nevada 89116
Bus: (702) 271-8170
Home: 2016
Mobile: (702) 271-8170
Bus Fax: (702) 926-9685
E-mail: doug.e@evansrecreation.com

Great West Park and Play - Evergreen Environment, Inc. (Sandoval, Juan)

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Home: 2018
Mobile: (951) 337-1757
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Great West Park and Play - Fullmer Brothers Landscape Maintenan, Inc. (Newbold, Craig)

1825 N. 1450 W
Lehi, Utah 84043
Bus: (801) 571-9899
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Mobile: (801) 671-6257
E-mail: craig@fullmerbrothers.com

Great West Park and Play - Garden Shop Nursery Landscaping

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Bus: (775) 358-3080
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Great West Park and Play - Great Western Installations - Olson, Derek

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PO Box 97
Wellsville, Ut. 84339
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Home: 2017
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Bus Fax: (435) 245-5057
E-mail: steve@gwpark.com

Great West Park and Play - K.C. Equipment

413 S. Magnolia Ave.
El Cajon, CA 92020
Bus: (619) 443-9730
Home: 2013
Bus Fax: (619) 443-9729
E-mail: info@kcequipmentinc.com

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Orange, CA 92867
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Great West Park and Play - Malibu Pacific Tennis Courts, Inc.

31133 Via Colinas, Suite 107
Westlake Village, CA 91362
Bus: (818) 707-3797
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Bus Fax: (818) 706-1951
E-mail: phil@malibupacific.com

Great West Park and Play - Play Foundations, Inc. (Cox, jack)

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Bus: 17602958645
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Bus Fax: 17602958651

Great West Park and Play - PSI

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Great West Park and Play - Quality Time Recreation

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673 W. 1860 N.
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E-mail: qtrec@comcast.net

Great West Park and Play - Rasco Construction, Inc.

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Mobile: (801) 360-7123
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Great West Park and Play - Recreation Installation

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Great West Park and Play - Zasueta Contracting, Inc.

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Home: 2016
Mobile: (619) 843-4048
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E-mail: azplaygrounds@yahoo.com

Great West Park and Play - Unlimited Engineering Contracting, Inc. (Carter, Kevin)

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Bus: (718) 267-1300
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E-mail: leoc@aahconstruction.com

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E-mail: buzz@buzzburgerinc.com

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Santa Clara, Ca. 95054
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Bus Fax: (408) 748-1128
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Marturano - Central Jersey Landscaping, Inc.

523A Chesterfield-Arneytown Road
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Bus: (609) 298-2450
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E-mail: Chaddah@aol.com

Marturano - Community Playgrounds, Inc.

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Marturano - G & G Builders

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Marturano - Harris Fence Corp. (Harris, Jim)

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Kelleher, Vincent**

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E-mail: vk@keltechconstruction.com

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Inc.**

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(Mcperson, Robert)**

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Co.**

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Madem, Ca. 93636

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Friant, Ca. 93626
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Marturano - Pat Corsetti, Inc.

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Marturano - Playgrounds Unlimited, Inc

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Mobile: (408) 639-4565
Bus Fax: (408) 330-9256
E-mail: mikea@playgroundsunlimited.net

**Marturano - Rubberecycle, LLC. - Gates,
Brian**

P.O. Box 106
Springlake, N.J. 07762
Bus: (800) 922-0070
Home: 2014
Mobile: (732) 433-6121
Bus Fax: (732) 947-0226
E-mail: bgates@mrcrec.com

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Marturano - Silagy Contracting, LLC.

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335 Clifton Ave,
 Staten Island, NY 10305
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9 Dodd Street
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 Bus: (973) 674-9191
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 E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

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 E-mail: bjbvwood@yahoo.com

Marturano - Whirl Construction

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Marturano - Who Built Creative Builders

80 Alta Dr.
 Petaluma, CA 94954

P.O. Box 5207
 Petaluma, CA 94955
 Bus: (707) 763-6210
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 Bus Fax: (707) 658-2513
 E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle
 Zimmerman, MN 55398
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 Mobile: (763) 244-0188
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Minnesota&Wisc. - Southern Coating Systems

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 Lakeville, MN 55044
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Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

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 Bus Fax: (317) 770-7482
 E-mail: gandccontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc. Sheffer, Craig A.

P.O. Box 2127
 Brighton, MI 48116

1019Victory Drive
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 Bus: (517) 545-7122
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 E-mail: craig@buildingfun.com

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Sinclair Recreation - Play Builders LLC

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Holland, MI 49424
Bus: (616) 218-1053
Home: 2011
Mobile: (616) 218-1053
Bus Fax: (616) 994-0345
E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus, Inc.

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Bus: (815) 479-7220
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Bus Fax: (815) 479-7221
E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road
Milford, Mi. 48380-1920
Bus: (989) 233-3210
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Mobile: (989) 233-3210
E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W.
Tumwater, Wa. 98512
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Home: 2018
Mobile: (360) 556-3544
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Sitelines - G.R. Morgan Construction

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Mobile: (503) 803-4802
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Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
Ravensdale, Wa. 98051
Bus: (206) 730-8901
Home: 2017
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len@lwsundstrom.com

**Sitelines - Picture Perfect Playgrounds
Stoddard, Curtis**

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**Sitelines - Precision Recreation
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Sitelines - Proexc, LLC (Kyllonen, James)

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Sitelines - Prosser & Sons

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Total Recreation - Cross Country

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 Mobile: (972) 768-1713
 Bus Fax: (972) 355-2902
 E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

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 Conroe, TX 77304
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 Mobile: (936) 522-8522
 E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

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 Mobile: (832) 202-9838
 E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

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 Forney, Tx. 75126
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Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

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Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

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 Bus Fax: (512) 692-2947
 E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

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 Bus: (936) 443-7235
 Home: 2018
 Mobile: (936) 443-7235
 Bus Fax: (936) 441-3341
 E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

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 Amarillo, TX 79159
 Bus: (806) 358-4222
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 Mobile: (806) 674-2810
 Bus Fax: (806) 358-4222
 E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

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 Flower Mound, TX 75022-5495
 Bus: (972) 355-8580
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 Mobile: (972) 768-1719
 Bus Fax: (972) 355-2902
 E-mail: simmons.buildersgc@gmail.com
 E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
 Porter, TX 77365
 Bus: (281) 354-1934
 Home: 2018
 Mobile: (281) 435-8004
 Bus Fax: (501) 204-4034
 E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

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 Deming, NM. 88030
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 Mobile: (575) 494-5788
 E-mail: kris@lecklandscape.com



Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359
Peralta, NM 87042
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Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

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Bus: (520) 429-5245
Home: 2018
Mobile: (520) 429-5245
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

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Paskes, CO 80134
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Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

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Mobile: (720) 323-8845
Bus Fax: (303) 833-4460
E-mail: blake@irwin-companies.com



WI Playground - Captured Live

12 Narhanial Chrichlow Drive
Valsayn
Trinida
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E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

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Minerva, Oh. 44657
Bus: (330) 495-8590
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Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

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Bus: (513) 923-2333
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Mobile: (513) 236-6906
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Williams, David - Walter Schunk Excavating & Trucking, Inc.

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Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

**EXHIBIT D
FREIGHT RATE SCHEDULES**

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC



EXHIBIT A

Contract No. 2017001134
Vendor No. 121531

**EXHIBIT E
PRODUCT WARRANTIES**

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

EXHIBIT A



GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive, S.E.
Fort Payne, Alabama 35967
Telephone: 256/845-5610



REQUEST FOR PROPOSAL 269-2017-028
SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UltraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
 Fort Payne, Alabama 35967
 Telephone: 256/845-5610
 Facsimile: 256/845-9361
 Email: service@gametime.com



A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

EXHIBIT A

**FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY**

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:



WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:



10 YEAR LIMITED WARRANTY

Playcore Inc. (the “Seller”) warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture’s specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller’s option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more that six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6.....	100%
More than 6, less than 7.....	60%
More than 7, less than 8.....	40%
More than 8, less than 9.....	30%
More than 9, less than 10.....	20%

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.

Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller’s liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller’s option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARITCULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.



Recycled Poured Rubber Surfacing

POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.



Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. WARNING: Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date

Turf
Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled 1/4" – 1/2" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC)).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 ¾ inch GT Impax Turf™ from Gametime or approved equal

Face Weight:

- GT Impax Turf™ 50 oz/sy
- GT Impax Turf™ Elite 80 oz/sy

Face Yarn Type: Polyethylene

Yarn Size: 4200/9000

Pile Height:

- GT Impax Turf™ 1 ¾ inches
- GT Impax Turf™ Elite 1 ¾ inches

Color: Blend

Construction: Broadloom tufted

Stitch Rate: 8 per 3 inches

Tufting Gauge: 1/4"

Primary Backing: Stabilized woven Polypropylene (double thickness)

Secondary Backing: 20 oz. Urethane or DuraFlo

Total Product Weight:

- GT Impax Turf™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼” – ½” (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm³
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12” wide minimum.

Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8” when measured in any direction with a 10’ straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

EXHIBIT A

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Stone elevation shall maintain 1/4" per foot toward low end.
<u>Porosity:</u>	Base course shall maintain porosity for direct drainage.
<u>Enclosure:</u>	Stone base course must be surrounded by a retaining curb.
<u>Drainage:</u>	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
<u>Tolerances:</u>	1/4" in any 10-foot direction and 1/8" in any 3-foot direction.
<u>Stone Selection:</u>	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

<u>Stone Graduation</u>	<u>U.S. Sieve</u>	<u>Percent Passing</u>
	1"	100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Concrete or asphalt shall maintain 1/4" per foot.
<u>Tolerance:</u>	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

EXHIBIT A

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be 3/4" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf™ infill approximately 3 to 4 pounds per square foot.

**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

EXHIBIT A

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

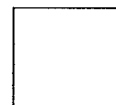
GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com





LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

BigToys & EarlyWorks Environments Limited Warranty | 2017

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

BigToys & EarlyWorks Environments Limited Warranty | 2017

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com





MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage
 - a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
 - b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
 - c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.
2. Controller Warranty Coverage
 - a. Seller warrants that wireless controller models: WHC-1 and WTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
 - b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

1551 E 11th Street, Loveland, CO 80537 USA ● +1(970)667-1000 ● (800)279-0111 ● +1(970)667-5876(fax)
www.coloradotime.com – rev 06/13

EXHIBIT A

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.
 - iv. Power surges, water damage, lightning or other "acts of nature."
 - v. Vandalism or acts of terrorism or war.
 - vi. Excessive application of electrical power or improper power connection.
 - vii. Removal of warning labels and protection devices.
 - viii. Installing non-factory replacement parts.
 - ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
- c. Disclaimer
 - i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

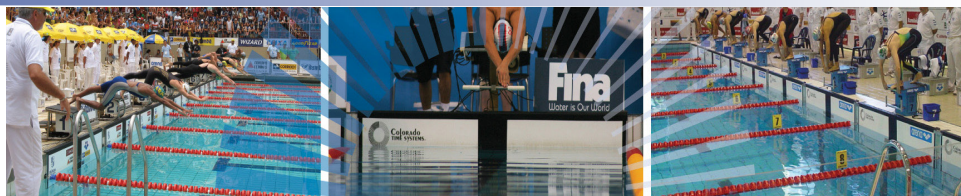
If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16



**Colorado
TIME SYSTEMS**
A PLAYCORE Company





WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.

Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. (“ECI”) warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD “AS IS.” ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

**Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366**

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI’s Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product’s panels, wall products or hand holds, without ECI’s express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.



A PLAYCORE Company

NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2" x 3/16" min. (Row 2)
	1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.



Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.

EXHIBIT A



5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.
1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: bleachers.net



NRS™

National Recreation Systems

A PLAYCORE Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free (888)-568-9064

Fax (260)-482-7449

E-mail: sales@bleachers.net

Online: www.bleachers.net

EXHIBIT A

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.

Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products - this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™ control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.

UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

EXHIBIT A
LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com



EXHIBIT A

WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ fabric warranties cover fabric tops up to 40' in length.

Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShade warrants its sewing thread for a period of 8 years.

The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltraShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite

1675 Locust St.
Red Bud, IL 62278
800.458.5872



Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service

1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

Authorized UltraSite Signature

Title

See UltraSite on the web at www.ultra-site.com



Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

**EXHIBIT F
SCOPE OF WORK**

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11 Standard Consumer Safety Performance Specification for Playground Equipment for Public use.

ASTM-F1292-13 Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.

ASTM 1951-09 Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used.**

1. Unless specifically stated otherwise in the “Shipping Program” included in the Company’s Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

**EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT**

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

EXHIBIT A
EXHIBIT "B"

GAMETIME COMPOSITE QUOTE
FOR PLAYGROUND EQUIPMENT, SURFACING,
AND EXERCISE EQUIPMENT



GameTime **EXHIBIT A**
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

11/02/2022
 Quote #
 103845-01-04

Hawthorne Park - New Equipment

Town of Surfside
 Attn: Adrian Hernandez
 9293 Harding Avenue
 Surfside, FL 33154
 Phone: 305-866-3635
ahernandez@townofsurfsidefl.gov

Ship to Zip 33154

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
~~~Preliminary Budgetary Quote~~~						
		<ul style="list-style-type: none"> <li>Survey and Siteplan required for permitting</li> <li>Staging area required, probably on road. City to block off area for staging and materials</li> <li>Owner to open fence for construction access.</li> <li>Additional security fencing if required by others.</li> <li>Expected time frame about 4-5 weeks on site.</li> </ul>				
1	INSTALL	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i> <i>- Existing Playground, Two Swing Frames and Sandbox</i>			\$6,500.00	\$6,500.00
1	178749	GameTime - Owner's Kit			\$84.00	\$84.00
1	RDU	GameTime - Xscape System with Shade	\$37,950.00	24.00	\$28,842.00	\$28,842.00
		(1) 4957 -- Bubble Mirror				
		(1) 4958 -- Hypno Wheel				
		(8) 26094 -- Triangular Shroud				
		(1) 36000 -- Bubble Climbing Wall				
		(1) 36001 -- Shapes Climbing Wall				
		(1) 36007 -- Ashiko & Djembe				
		(1) 36009 -- Gizmo				
		(1) 36013 -- Rock Wall Link				
		(1) 36024 -- 90 Deg 3 Way X-Pod Step				
		(1) 36038 -- 3 Way X-Pod Step W/ Umbrella Canopy				
		(1) 36046 -- 3' Xscape Curved Zip Slide				
1	6334	GameTime - Dune 12 With Shadowplay Flower	\$11,453.00	16.00	\$9,620.52	\$9,620.52
1	6299	GameTime - Inclusive Seesaw			\$8,884.00	\$8,884.00
1	8476	GameTime - Infinity Bowl	\$3,365.00	3.00	\$3,264.05	\$3,264.05
1	6272	GameTime - Merry-Go-All	\$9,407.00	6.00	\$8,842.58	\$8,842.58
2	3240	GameTime - Sensory Ring	\$788.00	16.00	\$661.92	\$1,323.84
1	3906	GameTime - Bells 20" 2S	\$1,812.00	16.00	\$1,522.08	\$1,522.08
1	3939	GameTime - Color Wheel 20" 2S	\$3,089.00	16.00	\$2,594.76	\$2,594.76
1	3259	GameTime - Concert Trio	\$5,743.00	3.00	\$5,570.71	\$5,570.71
1	5192	GT-Shade - Double Bay Swing Shade	\$12,090.00	3.00	\$11,727.30	\$11,727.30
2	5145	GameTime - Expression Swing 5" X 8'	\$1,859.00	16.00	\$1,561.56	\$3,123.12
2	SS8918	GameTime - Belt Seat 5" /8' High W/Clevis	\$415.00	16.00	\$348.60	\$697.20



GameTime **EXHIBIT A**  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

11/02/2022  
 Quote #  
 103845-01-04

## Hawthorne Park - New Equipment

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
1	66506	UltraPlay - Sailboat Sandbox	\$5,000.00	6.00	\$4,700.00	\$4,700.00
1	Harmony	UltraPlay - Harmony FreeNotes (under Omnia Contract)- 3 butterflies 3 flowers	\$9,208.00	6.00	\$8,655.52	\$8,655.52
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>			\$37,400.00	\$37,400.00
1	INSTALL	5-Star Plus - Mound - Extra Rock for mound installation			\$750.00	\$750.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings			\$1,200.00	\$1,200.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey &amp; Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>			\$1,600.00	\$1,600.00
Contract: OMNIA #2017001134					<b>Sub Total</b>	\$146,901.68
					<b>Freight</b>	\$5,947.13
					<b>Total</b>	<b>\$152,848.81</b>

This quote was prepared by Rob Dominica, President.  
 For questions or to order please call - 800-432-0162 ext. 113 [robdom@gametime.com](mailto:robdom@gametime.com)

**Due to unforeseen supply and personnel issues, ALL orders are shipping in approximately 8-10 weeks. Some orders depending on specific items may take longer or possibly go quicker. Not until an order is in the system and processed can we give an expected ship date. In addition, labor shortages may cause installation dates to be extended. It is difficult to provide exact days for delivery and installation.**

**All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.**  
 All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.  
 For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

**Payment Terms: Governmental Purchase Order.**  
**Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.**  
 Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.  
**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.  
 This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.  
 Pricing: Firm for 60 days from date of quotation.  
 Shipment: F.O.B. factory, order shall ship within 60 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.  
 Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.  
 Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.



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 c/o Dominica Recreation Products, Inc.  
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 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

11/02/2022  
 Quote #  
 103845-01-04

## Hawthorne Park - New Equipment

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

### SHADE TERMS :

- Winds greater than 90 mph, require the removal of the shade fabric to prevent damage.
- Quote does not include any provisions for lighting protection.
- Lead time for Shade is about 6 weeks AFTER approval of permits (if required).
- Installer not responsible for site conditions. For Large Shades holes may be upwards of 8' deep or wide, if additional drilling or digging is needed due to rock, coral, utilities, or other unknown items; additional charges may be applied to order.
- Standard installation requires access for large machinery, possibly including a crane, and a staging area. Installer not responsible for sod damage or sidewalk repair on access path and staging area, unless otherwise noted.
- Standard installation is for earth formed footers. Soil testing is not included.

### Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$152,848.81**





EXHIBIT A

EXHIBIT A

10/6/22  
Intellectual Property of GameTime, a PlayCore Company - The Artistry in Reimaging an Entertainment that may not reflect actual specifications.

Playpalette: Passion Fruit

**GameTime**  
A PLAYCORE COMPANY  
www.gametime.com

# Hawthorne Park Playground

**drp** Dominica  
Recreation Products  
www.playdrp.com



Questions to still determine

- Confirm Brightview doing the wood fiber removal
- Confirm Brightview doing the tree barrier protection
  - top should be below surfacing level
- What will be the edge detail against the fence

Poured in Place Rubber Surfacing WITH FALL PROTECTION

- 8' under swings
- 6' everywhere else

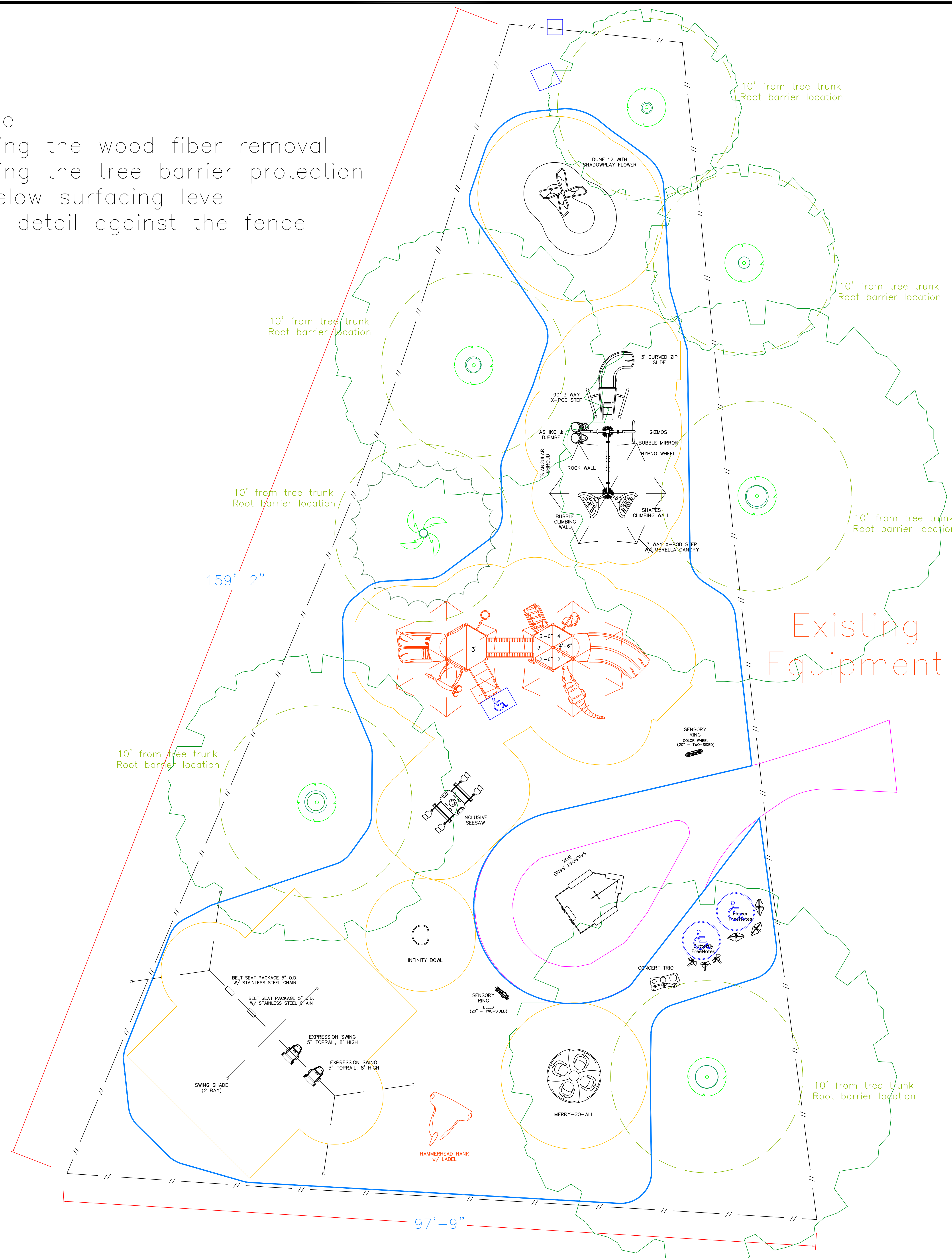
~ 5,500 sq. ft.

- Design and colors to be determined

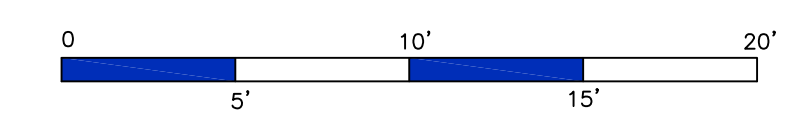
Bonded Rubber Surfacing NO Fall protection

~ 3,300 sq. ft.

- in remainder of the area and around trees



Existing Equipment



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

Hawthorne Park  
Representative  
Dominica Recreation Products

This play equipment is recommended for children ages 2 - 5

Minimum Area Required:  
Scale: 1" = 5'-0"  
This drawing can be scaled only when in an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: Rob  
Date: 11-2-22  
Drawing Name: Hawthorne - November 2022



fiber removal  
 barrier protection  
 g level  
 1st the fence

EXHIBIT A

10' from tree trunk  
 Root barrier location

10' fr  
 Root

10' from tree trunk  
 Root barrier location

10' from tree trunk  
 Root barrier location

10  
 Ro

159'-2"

Exist  
 Equipr

10m tree trunk  
 barrier location

SENSORY  
 RING  
 COLOR WHEEL  
 (20' - TWO-SIDED)

INCLUSIVE  
 SEESAW

SALTBOX SAND  
 BOX

INFINITY BOWL

CONCERT TRIO

BELT SEAT PACKAGE 5" O.D.  
 W/ STAINLESS STEEL CHAIN

BELT SEAT PACKAGE 5" O.D.  
 W/ STAINLESS STEEL CHAIN

EXPRESSION SWING  
 5" TOPRAIL, 8' HIGH

EXPRESSION SWING  
 5" TOPRAIL, 8' HIGH

SWING SHADE  
 (2 BAY)

SENSORY  
 RING  
 BELLS  
 (20' - TWO-SIDED)

10' from t  
 Root barrie

MERRY-GO-ALL

HAMMERHEAD HANK  
 w/ LABEL

97'-9"

EXHIBIT A





EXHIBIT A

EXHIBIT A

10/6/22  
All illustrations are subject to change without notice. All prices are estimates. Final equipment and installation costs may vary. Contact us at [info@playdrp.com](mailto:info@playdrp.com)

Playpalette: Passion Fruit



# Hawthorne Park Playground





EXHIBIT A



10/6/22

Playpalette. Passion Fruit

Intellectual property of GameTime, a PlayCore Company. Free to show in renderings for information and may not reflect exact final product.



# Hawthorne Park Playground







EXHIBIT A

EXHIBIT A

10/6/22

Playpalette: Passion Fruit



# Hawthorne Park Playground



www.playdpr.com





EXHIBIT A

10/6/22  
Intellectual property of GameTime® Playcare.com, Inc. All shown in this photo are illustrative only, not perfect exact to applications.

# Hawthorne Park Playground

**drp** Dominica  
Recreation Products  
www.playdrp.com

**GameTime**  
40' x 60' CEI® System  
www.gametime.com

Playpalette: Passion Fruit

EXHIBIT A



EXHIBIT A

10/6/22  
Intellectual property of Gametime, a Playcore Company. The art shown in rendering is an interpretation and may not reflect exact site conditions.

Playpalette: Passion Fruit



www.gametime.com

# Hawthorne Park Playground



www.playdrrp.com





EXHIBIT A

EXHIBIT A

10/6/22

Playpalette: Passion Fruit

# Hawthorne Park Playground



www.gametime.com



www.playdip.com





EXHIBIT A

EXHIBIT A

10/6/22  
Copyright © 2022 by PlayDrip, Inc. All rights reserved. PlayDrip, Inc. is a registered trademark of PlayDrip, Inc. All other trademarks are the property of their respective owners.

Playpalette: Passion Fruit



# Hawthorne Park Playground







EXHIBIT A

EXHIBIT A

Playpalette: Passion Fruit

**GameTime**  
A PLAYCRAFT COMPANY  
www.gametime.com

10/6/22

Application Property of Gametime, Inc. Playcraft Company. This is not a final drawing. All dimensions and materials are subject to change without notice.

# Hawthorne Park Playground

**drp** Dominica  
Recreation Products  
www.playdrp.com





EXHIBIT A

EXHIBIT A

Playpalette: Passion Fruit

10/6/22

Intellectual property of GameTime Recreation Company. This playground is a product of Playpalette and is protected by its patents and trademarks. © 2022 GameTime Recreation Products



# Hawthorne Park Playground



www.playdrp.com



Questions to still determine

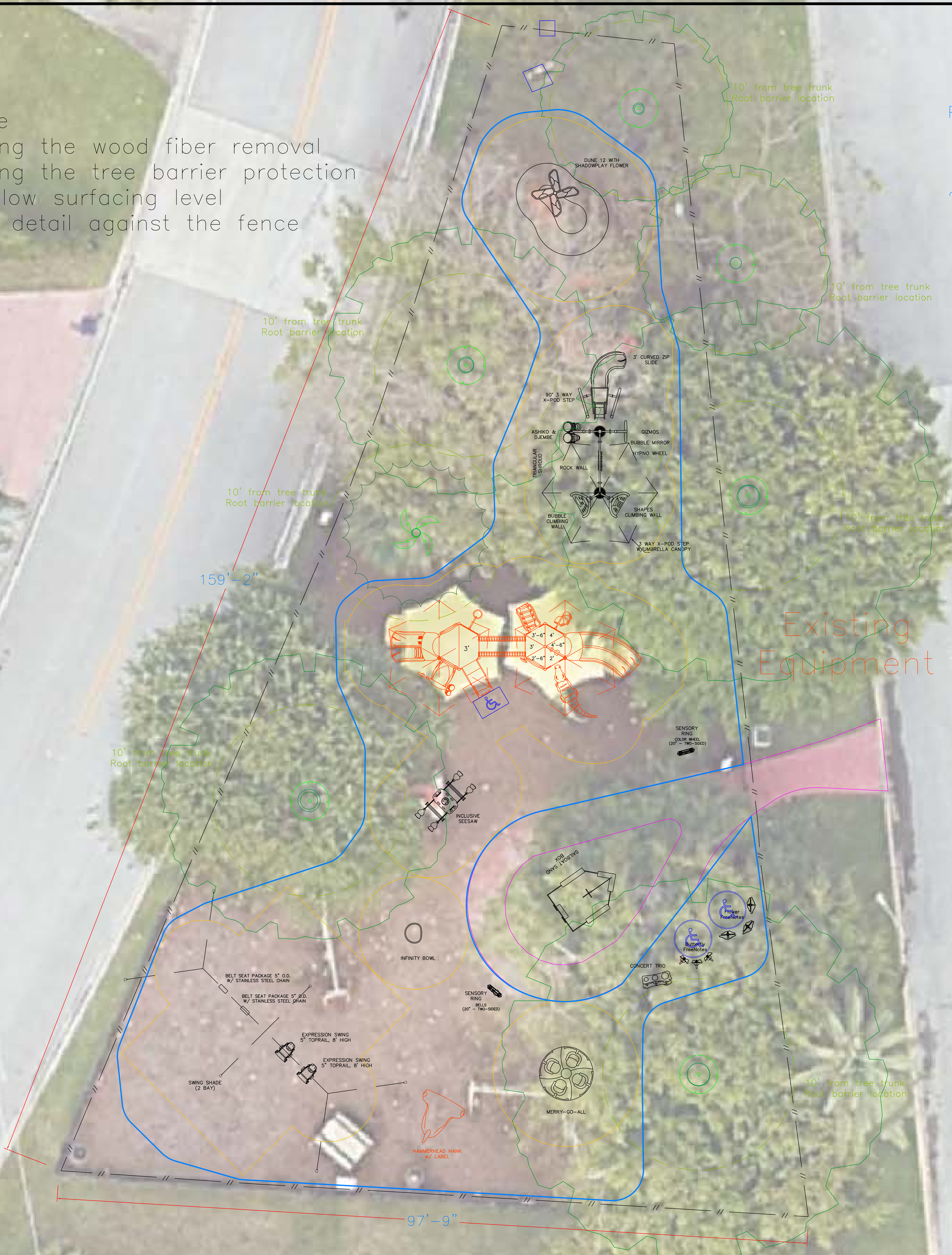
- Confirm Brightview doing the wood fiber removal
- Confirm Brightview doing the tree barrier protection
  - top should be below surfacing level
- What will be the edge detail against the fence

Poured in Place Rubber Surfacing WITH FALL PROTECTION

- 8' under swings
- 6' everywhere else
- ~ 5,500 sq. ft.
- Design and colors to be determined

Bonded Rubber Surfacing NO Fall protection

- ~ 3,300 sq. ft.
- in remainder of the area and around trees



Existing Equipment



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

Hawthorne Park  
Representative  
Dominica Recreation Products

This play equipment is recommended for children ages 2 - 5

Minimum Area Required:  
Scale: 1" = 5'-0"  
This drawing can be scaled only when in an 36" x 48" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: Rob  
Date: 11-2-22  
Drawing Name: Hawthorne - November 2022





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 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

11/02/2022  
 Quote #  
 103845-03-02

## Hawthorne Park - Unitary Surfacing

Town of Surfside  
 Attn: Adrian Hernandez  
 9293 Harding Avenue  
 Surfside, FL 33154  
 Phone: 305-866-3635  
[ahernandez@townofsurfsidefl.gov](mailto:ahernandez@townofsurfsidefl.gov)

Ship to Zip 33154

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
		<ul style="list-style-type: none"> <li>Arborist to verify tree root locations and viability of poured rubber surfacing around trees. Possible pruning of exposed tree roots.</li> <li>Others to remove and dispose all existing wood fiber surfacing to suitable earth.</li> <li>Others to provide installation of Root Barriers</li> <li>All irrigation to be located and cap-offed by others.</li> <li>Staging area required, probably on road. City to block off area for staging and materials</li> <li>Owner to open fence for construction access.</li> <li>Additional security fencing if required by others.</li> </ul>				
1	INSTALL	5-Star Plus - Removal/Disposal of existing Items- Existing Borders & Sand Box			\$4,500.00	\$4,500.00
430	Curb	GT-Impax - Concrete Curb (ln. ft.)- 4" Wide - Not Reinforced			\$31.50	\$13,545.00
8800	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- Installed per specification of Unitary Surfacing requirements. - Double Thickness			\$6.85	\$60,280.00
2000	Poured-8	GT-Impax - Poured Rubber Surfacing - 8' fall height- 50% Standard Color - Aromatic Binder - 3.5" Thick with 1/2" EPDM wear course cap	\$26.57	17.99	\$21.79	\$43,580.00
3500	Poured-6	GT-Impax - Poured Rubber Surfacing - 6' fall height- 50% Standard Color - Aromatic Binder - 3" Thick with 1/2" EPDM wear course cap	\$25.35	17.99	\$20.79	\$72,765.00
3300	Bonded-4	GT-Impax - Bonded Rubber Surfacing - 4' fall height- ASTM Compliant - ADA Compliant (1.75" total thickness)	\$24.13	17.99	\$19.79	\$65,307.00
1	Aliphatic	GT-Impax - Aliphatic Binder Upgrade- Upgrade at NO CHARGE - Value of \$18,425				
1	75% Color	GT-Impax - 75% Total Color Upgrade- Upgrade at NO CHARGE - Value of \$5,665				
1	TPV	GT-Impax - TPV Granules - Smaller more dense upgrade- Upgrade at NO CHARGE - Value of \$7,425				
1	Designs	GT-Impax - Designs and Graphics Upgrade			\$6,000.00	\$6,000.00
					<b>Sub Total</b>	\$265,977.00
					<b>Total</b>	<b>\$265,977.00</b>

This quote was prepared by Rob Dominica, President.  
 For questions or to order please call - 800-432-0162 ext. 113 [robd@gametime.com](mailto:robd@gametime.com)

**All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.**  
 All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.  
 For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)



GameTime **EXHIBIT A**  
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 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

11/02/2022  
 Quote #  
 103845-03-02

## Hawthorne Park - Unitary Surfacing

**Payment Terms: Governmental Purchase Order.**

**Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.**

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 60 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.

**Acceptance of quotation:**

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$265,977.00**





EXHIBIT A

EXHIBIT A

Uprights: Black  
Accent: Champagne

10/4/22  
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.



www.gametime.com

# Hawthorne Park Fitness Items

## Town of Surfside, FL



www.playdrp.com

1316





Uprights: Black  
Accent: Champagne

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

10/4/22

# Hawthorne Park Fitness Items

## Town of Surfside, FL



www.gametime.com



www.playdrp.com

1317





Uprights: Black  
Accent: Champagne

10/4/22

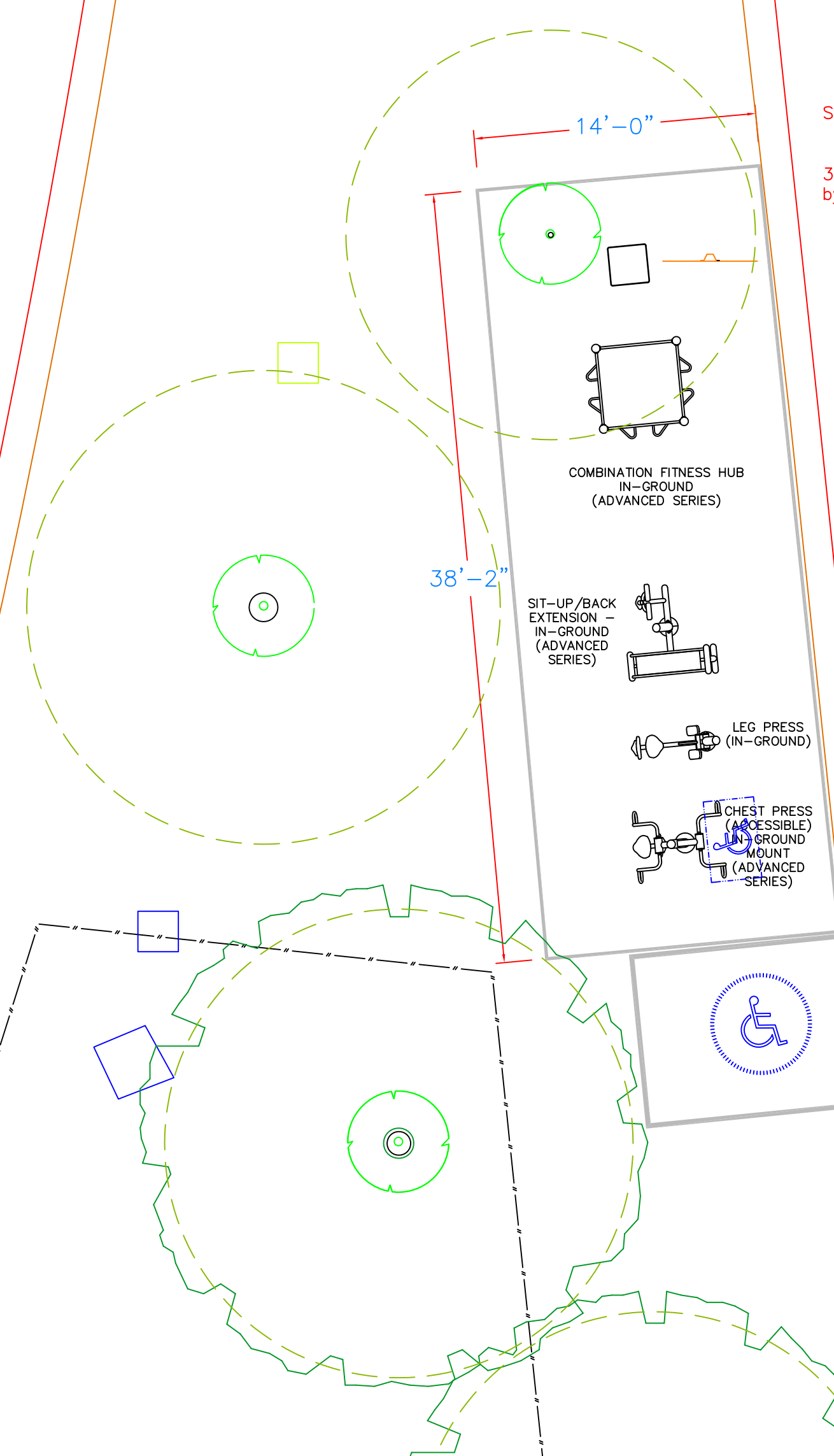
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

# Hawthorne Park Fitness Items

## Town of Surfside, FL



All Fitness Equipment  
Compliant with ASTM  
F3101-21a  
For Ages 13+



Sign to be moved by Others  
- Speed Bump Ahead

3" Tree to removed or moved  
by others

560 sq. ft.  
100 in. ft.

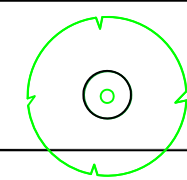
Access Area  
from Curb Cut  
By Installer (TBD)



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

Hawthorne Park  
Fitness Items

Representative  
Dominica Recreation Products



This play  
equipment is  
recommended  
for children ages  
13+

Minimum Area Required:  
Scale:  
This drawing can be  
scaled only when in  
an 18" x 24" format

**IMPORTANT:** Soft resilient surfacing  
should be placed in the use zones of all  
equipment, as specified for each type of  
equipment, and at depths to meet the  
critical fall heights as specified by the U.S.  
consumer Product Safety Commission,  
ASTM standard F 1487 and Canadian  
Standard CAN/CSA-Z-614

Drawn By:  
Rob  
Date:  
10-4-22  
Drawing Name:  
HAWTHORNE - Fitness

All Fitness Equipment  
Compliant with ASTM  
F3101-21a  
For Ages 13+

Training Envelope - No OVERLAP  
Use Zone - Overlap Allowed

Sign to be moved by Others  
- Speed Bump Ahead  
3" Tree to removed or moved  
by others

560 sq. ft.  
100 ln. ft.

Access Area  
from Curb Cut  
By Installer (TBD)



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

Hawthorne Park  
Fitness Items

Representative  
Dominica Recreation Products

This play  
equipment is  
recommended  
for children ages  
13+

Minimum Area Required:  
Scale:  
This drawing can be  
scaled only when in  
an 18" x 24" format

IMPORTANT: Soft resilient surfacing  
should be placed in the use zones of all  
equipment, as specified for each type of  
equipment, and at depths to meet the  
critical fall heights as specified by the U.S.  
consumer Product Safety Commission,  
ASTM standard F 1487 and Canadian  
Standard CAN/CSA-Z-614

Drawn By:  
Rob  
Date:  
10-4-22  
Drawing Name:  
HAWTHORNE - Fitness





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 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

10/07/2022  
 Quote #  
 103845-02-03

## Hawthorne Fitness Zone

Town of Surfside  
 Attn: Adrian Hernandez  
 9293 Harding Avenue  
 Surfside, FL 33154  
 Phone: 305-866-3635  
[ahernandez@townofsurfsidefl.gov](mailto:ahernandez@townofsurfsidefl.gov)

Ship to Zip 33154

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
~~~~~ <ul style="list-style-type: none"> <li>Owner to move (or remove) 3" tree in area.</li> <li>Sign to be moved by owner</li> <li>Parking and road striping by others</li> </ul>						
1	13590I	GameTime - Combo Fitness Hub In ground	\$6,037.00	16.00	\$5,071.08	\$5,071.08
1	13561I	GameTime - Sit Up/ Back Extension	\$5,881.00	16.00	\$4,940.04	\$4,940.04
1	13559I	GameTime - Leg Press (Single)	\$5,910.00	16.00	\$4,964.40	\$4,964.40
1	13271I	GameTime - Chest Press - Ada (In-Ground Mount)	\$7,791.00	16.00	\$6,544.44	\$6,544.44
1	INSTALL	GameTime - Installation of Fitness Equipment			\$8,000.00	\$8,000.00
~~~~~						
600	Digout	GT-Impax - Digout/Sitework of area (per sq. ft.)			\$1.32	\$792.00
600	Spoils	GT-Impax - Removal/Disposal from Site the Spoils from Digout (per sq. ft.)			\$2.50	\$1,500.00
100	Curb	GT-Impax - Concrete Curb (In. ft.)- 4" Wide - Not Reinforced			\$31.50	\$3,150.00
560	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- Installed per specification of Unitary Surfacing requirements.			\$4.40	\$2,464.00
1	INSTALL	GT-Impax - Curb Cut for ADA Access			\$600.00	\$600.00
1	Poured	GT-Impax - Poured Rubber - 8' fall height - minimum install			\$14,000.00	\$14,000.00
~~~~~						
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings- Fitness Equipment			\$1,200.00	\$1,200.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>			\$1,600.00	\$1,600.00
Contract: OMNIA #2017001134					Sub Total	\$54,825.96
					Freight	\$1,169.80
					Total	\$55,995.76

This quote was prepared by Rob Dominica, President.
 For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Due to unforeseen supply and personnel issues, ALL orders are shipping in approximately 8-10 weeks. Some orders depending on specific items may take longer or possibly go quicker. Not until an order is in the system and processed can we give an expected ship date. In addition, labor shortages may cause installation dates to be extended. It is difficult to provide exact days for delivery and installation.



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 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

10/07/2022
 Quote #
 103845-02-03

Hawthorne Fitness Zone

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 60 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$55,995.76**



MEMORANDUM

ITEM NO. 4A1.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Lilian Arango, Town Attorney

Date: November 15, 2022

Subject: **Planning and Zoning Ordinance Change - Membership qualification requirements.**

Consider and adopt an Ordinance at second reading to amend the zoning code to modify the Planning and Zoning Board membership qualification requirements.

During the September 13 Commission Meeting, the Town Commission discussed the requirements for members of the Planning and Zoning Board. The Town Commission approved a motion to amend Section 90-15 of the Town Code by removing the requirement for a Resiliency Member because the requirement unnecessarily limits the pool of potential applicants.

The ordinance was approved at first reading at the October 12, 2022 Commission meeting with changes to be presented at second reading. The attached Ordinance contains the changes directed by the Commission at first reading. .

At the October 27, 2022 Planning & Zoning Board Meeting, the Board recommended approval of the Ordinance with two changes: (i) to clarify Section 90-15(1)(a) to provide that at least three members shall each meet one of the categories listed; and (ii) to require that the Florida-licensed real estate broker or realtor in section 90-15(1)(a).10 have an active license. The changes recommended by the Planning & Zoning Board have not been included in the attached Ordinance pending Commission direction.

[Ordinance Amending Planning & Zoning Board Membership - 2nd Reading.DOCX](#)

ORDINANCE NO. 2022-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 90-15 OF CHAPTER 90, "ZONING," OF THE TOWN CODE TO MODIFY THE PLANNING AND ZONING BOARD MEMBERSHIP QUALIFICATION REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") created the Town Planning and Zoning Board (the "Board") to advise the Town Commission on all zoning and design review matters; and

WHEREAS, the Town Commission recognizes that changes to the Board's qualification requirements are periodically necessary to ensure that the Town is able to appoint qualified members to the Board; and

WHEREAS, Section 90-15 of Chapter 90, "Zoning," of the Town Code establishes criteria that govern the qualifications of the members that make up the Board; and

WHEREAS, Section 90-15 provides that one Board member or alternate member must have experience or education in sustainability and resiliency (the "Resiliency Member"); and

WHEREAS, at its September 13, 2022 meeting, the Town Commission approved a motion to amend Section 90-15 of the Town Code by removing the requirement for a Resiliency Member because the requirement unnecessarily limits the pool of potential applicants; and

WHEREAS, at first reading of this Ordinance at the October 12, 2022 Town Commission meeting, the Town Commission directed that Section 90-15 be further revised to expand or add other categories of Board members, as previously provided in this Section, to include a sustainability and resiliency member, developer and realtor; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendment on October 27, 2022, with due public notice and input, and recommended approval of this proposed amendment with two changes: (i) to clarify Section 90-15(1)(a) to provide that at least three members shall

each meet one of the categories listed, and (ii) to require that the Florida-licensed real estate broker or realtor in section 90-15(1)(a).10 have an active license; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on November 15, 2022 and further finds the proposed changes to the Code are necessary and in the best interest of the community.

WHEREAS, the Town Commission desires to facilitate the timely appointment of qualified members to the Board members by removing the Resiliency Requirement; and

WHEREAS, the Town Commission finds that amending Section 90-15 of Chapter 90, of the Town's Code as set forth herein, is in the best interest of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:¹

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

Section 2. Town Code Amended. The Code of Ordinances of the Town of Surfside, Florida is hereby amended by amending Section 90-15 of Chapter 90, "Zoning", as follows:

Chapter 90 – Zoning

Article II. – Administration and Enforcement

Division 1. – Planning and Zoning Board

Sec. 90-15. - Membership/quorum, minimum qualifications, officers, terms of officers, vacancies, general regulations, recommendations, expenditures, indebtedness.

(1) Membership/quorum: The planning and zoning board membership and quorum requirements for zoning matters and design review matters are as follows:

¹ Coding: Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted double strikethrough and double underline.

(a) Zoning matters: The planning and zoning board shall consist of five members and a first alternate member and a second alternate member. ~~One board member or one alternate member appointed shall have education and/or experience in sustainability and resiliency, which may include environmental science (“resiliency member”).~~ At least three of the members or alternates must be one of the following:

1. Florida-licensed general contractor or a construction management professional with at least three years of professional experience as a construction project manager, construction superintendent or construction estimator;
2. Florida licensed PE or a civil, mechanical, electrical, chemical or environmental engineer with a baccalaureate degree in engineering and three years of professional experience;
3. Certified planner (AICP) or a planning professional with a graduate degree in planning from a program accredited by the Planning Accreditation Board with at least three years of professional planning experience or a bachelor's degree in planning from a program, accredited by the Planning Accreditation Board (PAB) with at least three years of professional planning experience;
4. Florida-licensed landscape architect with at least three years of professional experience;
5. Registered interior designer with at least three years of professional experience;
6. Florida-licensed attorney with at least three years of professional experience.
7. Florida-licensed architect.
8. Education and/or experience in sustainability and resiliency, which may include environmental science.
9. Real estate developer with at least three years of professional experience, either as the principal or executive.
10. Florida-licensed real estate broker or realtor with at least three years of professional experience.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Codification. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 5. Conflicts. Any and all ordinances and resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption on second reading.

PASSED on first reading this ____ day of _____, 2022.

PASSED and **ADOPTED** on second reading this ____ day of _____, 2022.

First Reading:

Motion by: _____

Second by: _____

Second and Final Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Fred Landsman _____

Commissioner Marianne Meischeid _____

Commissioner Nelly Velasquez _____

Vice Mayor Jeffrey Rose _____

Mayor Shlomo Danzinger

Shlomo Danzinger, Mayor

ATTEST:

Sandra N. McCready, MMC

Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.

Town Attorney



MEMORANDUM

ITEM NO. 5A.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Hyatt, Town Manager

Date: November 15, 2022

Subject: **Authorization of Project Specific Agreement with the Corradino Group for Tennis/Recreation Center Building Design Services**

Town Administration recommends approval to execute the Project Agreement with the Corradino Group for Tennis/Recreation Center Building for engineering and permitting services in the amount of \$358,872.21 and \$25,000 in design phase contingency for a total authorization to expend of \$383,872.21.

As a Town Commission priority developed during the Fiscal Year 2023 budget cycle, a budget priority by the Town Commission was the redevelopment of the current Tennis Center located at 88th Street and Harding Avenue from its current use to a multi floor, multi-use facility to include pickleball courts, recreational gym, flex space, and tennis court check in. Upon the approval of Fiscal Year 2023 budget, the Town sought to retain one of the current pool engineering firms that consists of sub-contractors consistent with teams composed for the Community Center and 96th Street Park design. As a result, the town entered scope and concept discussions with the Corradino Group.

After an initial scope proposal was provided, the Town reviewed the scope and detailed cost with the Corradino Group. After further discussions and scope refinement a revised scope and cost was provided at a fee of \$358,872.21 with the work scheduled to take 12 months to complete. The scope of services include topographical survey, geotechnical engineering, architectural and engineering design, mechanical, electrical, and plumbing design, structural and civil engineering, agency coordination/permitting, and construction document preparations.

Town Administration is requesting \$25,000 in design phase contingency to cover items such as permitting, direct billable expenses, and unanticipated/additional services. One known additional service includes landscape architectural and irrigation design services which will be determined during the design phase and be negotiated at a later date. Costs for these services will come from design phase project contingency. Town Administration will return to Town Commission for authorization to cover bidding and construction management services at

a later date during the design phase.

The final negotiated scope of services, cost proposal, and Project Agreement can be found in Exhibit A.

[Resolution Approving Project Agreement with Corradino Group - Tennis Center Reconstruction Project .DOCX](#)

[Exhibit A - Project Agreement Corradino Group-Tennis Center Design - 2023.pdf](#)

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. TO PROVIDE BUILDING DESIGN AND PERMITTING SERVICES FOR THE SURFSIDE TENNIS CENTER RECONSTRUCTION PROJECT, PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") entered into a Continuing Services Agreement with The Corradino Group, Inc. ("Consultant") for professional engineering services and other services executed by the parties on February 16, 2021 (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant and the Town have agreed to enter into a specific Project Agreement (the "Project Agreement"), in substantially the form attached hereto as Exhibit "A," authorizing the Consultant to perform engineering building design and permitting services for the Surfside Tennis Center Reconstruction Project (the "Services"); and

WHEREAS, the Consultant's Proposal attached to the Project Agreement as Exhibit "1," provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$358,872.21; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Project Agreement, in substantially the form attached hereto as Exhibit "A," and the Consultant's Proposal attached to the Project Agreement as Exhibit "1", and authorize the expenditure of such funds; and

WHEREAS, the Town Administration is requesting \$25,000.00 in design phase contingency to cover additional items or costs, which may include permitting, direct

billable expenses, landscape architectural and irrigation design services, and unanticipated/additional services (the "Contingency"); and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of Project Agreement and Proposal. The Project Agreement, attached hereto as Exhibit "A," and the Consultant's Proposal attached thereto as Exhibit "1", are hereby approved in substantially the forms attached hereto, subject to final approval as to form and legal sufficiency by the Town Manager and Town Attorney.

Section 3. Authorization; Expenditure of Funds. Pursuant to the CSA, the Town Manager is hereby authorized to enter into a Project Agreement, in substantially the form attached hereto as Exhibit "A," for the Services consistent with the Consultant's Proposal, in an amount not to exceed \$358,872.21. The Town Manager is hereby further authorized to expend the Contingency.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED on this 15th day of November, 2022.

Motion By: _____

Second By: _____

Commissioner Fred Landsman _____
Commissioner Marianne Meisheid _____
Commissioner Nelly Velasquez _____
Vice Mayor Jeffrey Rose _____
Mayor Shlomo Danzinger _____

Shlomo Danzinger, Mayor

ATTEST:

Sandra McCready, MMC, Town Clerk
**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

THE CORRADINO GROUP, INC.

Project Name: Surfside Tennis Center Reconstruction

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

THE CORRADINO GROUP, INC.

Project Name: Surfside Tennis Center Reconstruction

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **THE CORRADINO GROUP, INC.**, (hereinafter referred to as “Consultant”) dated February 16, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2022, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide the services for the preparation of the **Surfside Tennis Center Reconstruction** for the Town (the “Services”), as further outlined in Exhibit “1” attached hereto.

1.1 The Town may request changes that would increase, decrease, or otherwise modify the scope of services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 The Consultant shall prepare and provide the Town with the **Surfside Tennis Center Reconstruction**, which shall be approved by the Town Manager.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "1". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "B," "Consultant's Fees/Hourly Billing Rates," of the Continuing Services Agreement for Professional Engineering Services. Consultant shall be paid for services provided to a maximum not to exceed amount of \$358,872.21.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at actual cost: Travel and accommodations (requires prior written approval), long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Retainage. Not applicable.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any

and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

THE CORRADINO GROUP, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit “1”

(Attach the Scope of Services Proposal from The Corradino Group, Inc.)

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS • PLANNERS • PROGRAM MANAGERS • ENVIRONMENTAL SCIENTISTS

Sent via Email to JGreene@townofsurfsidefl.gov

November 4, 2022

Jason D. Greene, CGFO, CFE, CPFIM
Assistant Town Manager/Finance Director
Town of Surfside
9293 Harding Avenue
Surfside, FL. 33154

Dear Mr. Greene:

It is our understanding that the Town of Surfside has requested a task work order proposal from The Corradino Group, Inc. for the preparation of design plans and permitting for the construction of a new Tennis Center in Surfside, Florida. Enclosed please find our scope of services proposal with specific detailed tasks to complete the design plans and permitting for the new Tennis Center to be located at the existing Tennis Center at Veterans Park, 8750 Collins Avenue, Surfside, Florida 33154. The Corradino Group appreciates this opportunity to submit this task work order proposal to the Town of Surfside. We look forward to providing the best Consultant Services possible to the Town. These services will be provided per the existing Professional Engineering Continuing Services Agreement dated 02/16/2021.

Sincerely,



Joseph M. Corradino, AICP
President
The Corradino Group, Inc.

CONSULTING SERVICE AUTHORIZATION

Statement of Work (SOW)

TOWN P.O. NO. _____

TOWN EXPENSE CODE _____

TITLE: Surfside Tennis Center Improvements

I. PROJECT DESCRIPTION:

The Consultant will provide engineering design and permitting services for the new Tennis Center to be located at the existing Tennis Center at Veterans Park, 8750 Collins Avenue, Surfside, Florida 33154. The project involves a new 3 level building to replace the existing tennis office at the Veteran's Park and Tennis Center located on Harding Avenue between 87th Street and 88th Street.

The ground floor level will include the Tennis Center's offices, restrooms, and storage. The second floor shall include a fitness center with restrooms. The upper deck will include two outdoor pickleball courts. Each level will have an elevator, enclosed stairway, and second means of egress.

The Corradino Group, Inc. along with its subconsultants will provide these services as outlined in the below detailed scope of services. These services will be provided per the existing Professional Engineering Continuing Services Agreement dated 02/16/2021.

II. SCOPE OF SERVICES:

1) Existing Conditions- Topographic Survey

Our subconsultant KEITH shall be responsible for the preparation of a Topographic Survey of the Surfside Tennis Center site, the limits of which is shown hereon as part of Exhibit One. The project site is located at 8750 Collins Ave., Surfside, FL 33154. The property consists of 2 parcel(s) that include folio numbers 14-2235-005-0500 and 14-2235-005-4190, and the Owner of the property is listed as the Town of Surfside.

Survey shall show the surface improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. Trees shall be noted by common name and trunk diameter. Storm and Sanitary structures shall be noted with the pipe invert elevation, diameter, material, and direction. Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the National Geodetic Vertical Datum of 1929 (NGVD29). Elevations shall be shown at an interval of approximately 50 feet, including intermediate changes in grade.

2) Existing Conditions- Geotechnical Engineering

Our subconsultant GEOSOL, Inc. shall be responsible for providing Field Exploration and Laboratory Testing Programs and Geotechnical Engineering Evaluation and Reporting services for the Surfside Tennis Center site.

a) Field Exploration and Laboratory Testing Program

- Perform site reconnaissance, locate and coordinate for existing utilities that may interfere with the drilling operations.
- Perform a total of three (3) SPT borings to depths of 40 feet below grades at the site of the proposed above-referenced improvements.
- Perform two (2) borehole percolation testing at depths of 15 feet below existing grades for use in drainage evaluations and design. The testing will be performed in accordance with the South Florida Water Management District's Usual Open-Hole testing procedures.
- Backfill the boreholes using cement grout mix.
- Visually examine all recovered soil/rock samples and asphalt pavement specimen in the laboratory. A geotechnical engineer will examine all recovered soil and rock samples. The laboratory testing will include natural moisture content, grain-size analysis, percent passing #200 sieve, and organic content determination. The tests will be conducted in accordance with applicable ASTM and FDOT standards.

b) Geotechnical Engineering Evaluation and Reporting

Using the results of the field exploration, we will assess the geotechnical engineering impact of the subsurface conditions on the planned construction and provide recommendations for foundation design and related construction. A geotechnical engineering report of our findings and recommendations will be prepared and submitted at the conclusion of the study. The report will be prepared, signed and sealed by a professional engineer registered in the State of Florida. The report will specifically contain the following information:

- A plan of the site showing the location of the test location.
- A brief review of our test procedures and the results of the testing conducted.
- Estimated subsurface profiles as necessary to illustrate subsurface conditions including standard penetration resistance test data and groundwater levels.
- A review of surface features and site conditions that could affect construction and site preparation.
- General evaluation of the site considering the proposed project and estimated subsurface conditions.
- Recommendations for site preparation and construction of compacted fills or backfills.
- Results of laboratory testing.

- Hydraulic conductivity (k) values derived based on results of percolation testing.
- Anticipation of groundwater levels and methods for handling it during construction.
- Construction considerations.
- Four (4) copies signed and sealed geotechnical-engineering reports.

3) Proposed Architectural and Engineering Design Services

Our subconsultants William Lane Architects, Inc., Louis J. Aguirre & Associates, Inc., P.A. and Lakdas/Yohalem Engineering, Inc., IBA Consultants, Inc. and Global Sport & Tennis Design Group, LLC will provide Schematic Design, Design Development and Construction Drawings and Specifications for the proposed Tennis Center. The project limits for the architectural and engineering design services are delineated in Exhibit One.

a) Architectural Design Services and Agency Coordination

William Lane Architects, Inc. (WLA) will be responsible for providing architectural services to design a new multi-use structure which will include restrooms, offices, storage/mechanical room, gym, and two pickleball courts at the Town of Surfside Tennis Center Facility. WLA will be responsible for the preparation of the following Design Services and Agency Coordination:

- Phase One- Concept Plan

The work completed under this phase shall be for receiving comments from the Parks and Recreation Committee (P&R Committee) and the Town Commission.

Site Analysis - The Architect will visit the site to analyze the existing site conditions, and to ascertain how they will affect the proposed design. We shall prepare a base plan of the site at an appropriate scale indicating the proposed Architecture, and other features relevant to the Architectural design.

It shall be the Client’s responsibility to furnish all relevant site data, including surveys and topographical data.

An initial site plan shall be prepared for the Client’s approval. Based on the Client’s comments and feedback, the Site Master Plan shall be prepared for comments by the Town of Surfside Parks and Recreation Committee. Based on their comments and further discussion with the Client, a Final Site Master Plan shall be prepared for presentation and comments by the Town Commission.

An architectural concept plan shall be completed for submission to receive comments from the Surfside Parks and Recreation Committee and Town Commission. The plan will indicate the following architectural improvements:

- Site Plan
- Floor Plans
- Preliminary Renderings

The Architect will meet with the Client to discuss the proposed design and budget and make any necessary revisions prior to the plan's submission for Parks & Recreation Committee and Commission comments. Phase One work is complete upon receiving comments from the P&R Committee and Town Commission on the architecture scope of the Project.

Meetings - The Architect shall attend two (2) out of office meetings with the Client, one (1) Parks & Recreation Committee Meeting and one (1) Town Commission meeting as required to receive comments as part of the Basic Scope of Services. A rendering of the proposed design shall be prepared for presentation.

▪ Phase Two- Schematic Design

Based on the comments received on the Concept Plans, WLA shall prepare Schematic Designs indicating the following improvements:

- Schematic Plans: Floor plans will include room descriptions, as well as overall dimensions and square footages of the proposed project.
- Schematic Elevations: Elevations shall describe overall heights and description of primary structural and architectural components.
- Schematic Sections: General building sections will provide dimensioning and relationship between the different floor plates and structural system.
- Schematic Renderings: Renderings will be created to assist in understanding the base massing of the building.

Meetings – WLA shall attend up to one (1) out-of-office meeting, plus four (4) one-hour weekly conference calls or web/teleconference meetings to facilitate project coordination. Additional meetings will constitute and be paid as Additional Services.

- Phase Three- Design Development Plans

The work completed under this phase shall be for receiving approval from the Town Commission.

Based on the approved Schematic Design Plans, WLA shall prepare Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project. These will be provided to the consultants and engineers as the BASIS OF THE WORK.

An Opinion of Probable Construction Costs of the Design Development Documents will be submitted for review and approval. The documents will include the following:

- Zoning Analysis: Based on the Town of Surfside's Municipal Code and Land Use Requirements, we will prepare an analysis of the site to determine any limitations that would affect the design.
- Floor Plans: The design drawings shall include notes, dimensioning, as well as keyed components such as windows, doors, equipment, and finishes.
- Reflected Ceiling Plans: The reflected ceiling plan shall provide the location and dimensioning of the ceiling components. These include base construction and finishes, as well as lighting and mechanical environmental control components.
- Power and Lighting Plans: Plans will be created and shared with the consultants that describe the power and lighting requirements of the project, their locations, their specifications, and any associated controls.
- Exterior Elevations: Plans will include keyed, noted, and dimensioned elevations describing the base construction, materials, components, and finishes.
- Building Sections: Sections shall be prepared to describe the overall structural design of the building relative to the site as well as secondary components including but not limited to elevator shaft, stairways, storefronts, soffits, roofing, and ceiling systems.
- Schedules: The plans shall include the following schedules: Light Fixture Schedule, Room Finish Schedule, Equipment Schedule, Plumbing Fixture Schedule, Door/Hardware Schedule, and Window Schedule.

- Opinion of Probable Costs- An Opinion of Probable Construction Costs shall be prepared for approval by the Client and shall form the basis for the preparation of construction documents.

Meetings – WLA shall attend up to one (1) Town Commission meeting in Phase 3. WLA shall also be available for up to four (4) one-hour weekly conference calls or web/teleconference meetings to facilitate project coordination. Additional meetings and conference calls will constitute and be paid as Additional Services.

Two (2) Design Development Plan Sets shall be submitted, at 50% and 100% completion. Additional sets reflecting revisions to architectural/engineering improvements shall be considered an additional service.

- Phase Four- Construction Documents and Permitting
Based on the approved Design Development Plans and Opinion of Probable Construction Costs, WLA shall continue to coordinate the work with the consultants and engineers, as well as prepare Construction Documents consisting of Drawings and Specifications setting forth in greater detail the requirements for the construction of the Project.

The Construction Documents will include the following:

- Zoning Analysis: Based on the Town of Surfside’s Municipal Code and Land Use Requirements, we will prepare an analysis of the site to determine any limitations that would affect the design. In addition, general project data will be included outlining occupancy type, building type; and fire/life safety parameters and references.
- Floor Plans: The design drawings shall include notes, dimensioning, as well as keyed components such as windows, doors, equipment, and finishes.
- Reflected Ceiling Plans: The reflected ceiling plan shall provide the location and dimensioning of the ceiling components. These include base construction and finishes, as well as lighting and the mechanical environmental control components.
- Power and Lighting Plan: Plans will be created and shared with the consultants that describe the power and lighting requirements, their locations, their specifications, and any associated controls.
- Exterior Elevations: Plans will include keyed, noted, and dimensioned elevations describing the base construction, materials, components, and finishes.

- Building Section: The building sections will describe the overall structural design of the building relative to the site as well as secondary components including but not limited to elevator shaft, stairways, storefronts, soffits, roofing, and ceiling systems.
- Schedules: The plans shall include the following schedules: Light Fixture Schedule, Room Finish Schedule, Equipment Schedule, Plumbing Fixture Schedule, Door/Hardware Schedule, and Window Schedule.
- Construction Details: The plans shall include larger scale plans and sections describing in greater detail the architectural features and components.
- Life Safety Plans shall be prepared in accordance with the FFPC (7th Edition 2020)
- Opinion of Probable Construction Costs- An Opinion of Probable Construction Costs shall be prepared for approval by the Client and shall form the basis for the preparation of construction documents.

Permitting - Signed and sealed plans will be delivered to the Prime Consultant for submittal to necessary government agency stakeholders.

Meetings - WLA shall attend up to two (2) out-of-office meetings in Phase 4. WLA shall also be available for up to six (6) one-hour weekly conference calls or web/teleconference meetings to facilitate project coordination. Additional meetings and conference calls will constitute and be paid as Additional Services.

Three (3) Construction Document Sets shall be submitted, at 50%, 90% and 100% completion. Additional sets reflecting revisions to architectural / engineering improvements shall be considered an Additional Service.

b) MEP Design Services and Agency Coordination

Louis J. Aguirre & Associates, Inc., P.A. will be responsible for providing all the necessary Electrical and Mechanical (HVAC and Plumbing) engineering design required for the proposed improvements to the Surfside Tennis Center, all in compliance with present Codes and Standards as indicated in the received project scope on September 26, 2022. It is understood that the existing Tennis Court Lighting System is to remain with the necessary coordination to control and/or monitor integrated with the new three-story structure and functions of the park including one or two Pickleball courts at roof level.

▪ **Electrical Engineering Services**

- Coordinate services with corresponding power and communications utility companies. A new electrical service may be required.
- Emergency lighting of required means of egress and signage will be provided with integral battery back-up accessory.
- Energy efficient light sources (LED) will be used for the illumination of all interior and exterior installations, including building perimeters/security, accent, and landscape lighting. It is understood that the lighting fixture selection, location, and controls will be done by your office. Musco lighting or approved equivalent will be used to meet the project's Pickleball Court lighting requirements. Controls will be provided in accordance with the Tennis Center activities and/or hours of operations schedules.
- The new facility will be provided with a lightning protection system of the air terminal type in compliance with the LP1 Code 175.
- A complete Lightning Warning System with interface to a Lightning Data receiver and optional Strike View Software. Strike Guard Lightning Warning System or approved equivalent.
- New Fire Alarm and Detection System will be provided in accordance with project requirements.
- Provisions will be made for any low voltage system (access control, security, intercom, etc.) based on the requirements given by selected equipment vendor and/or consultant.
- The use of Photo Voltaic power generation system has not been considered for this project.
- Verification of existing electrical and mechanical installations based on visual/non-destructive field verification.
- Specifications pertaining to this project will be provided for inclusion into the Project Manual.

▪ **Mechanical Engineering Services**

-HVAC:

- Energy efficient air-cooled direct expansion split air conditioning systems(s) will be provided for the first floor Front Desk and Office spaces and for the second floor Gymnasium. Mechanical ventilation will be provided for the first bathrooms and storage room.
- Electronic/programmable Control System will be provided to meet project's requirements.
- Verification of existing electrical and mechanical installations based on visual/non-destructive field verification.

-Plumbing:

Complete sanitary, storm and air conditioning condensate collection systems for disposal within site in coordination with your office and project's Civil Consultant.

Complete domestic water distribution system to meet project's cold and hot water requirements. Service size and location will be coordinated with the project's Civil Consultant.

Code compliant water efficient plumbing fixtures and fittings will be used to meet project's requirements.

Electric water heating equipment will be used to meet project's requirements.

Drinking fountains will be provided at specific locations to meet project requirements.

c) Structural Engineering Services and Agency Coordination

Lakdas Yohalem Engineering, Inc. (LYE) will be responsible for providing all structural engineering services related to the Tennis Center site. The proposed two-story 12,000 square foot tennis center structure consists of reinforced masonry construction with columns and tie beams. The roof and second floor deck are constructed to be a key joist and concrete deck. The structure is to be on auger cast pile with grade beams, and the first-floor slab is to be reinforced concrete slab with grade beams.

The Design Services will include the following:

- Structural Analysis
- Detail Drawings
- Material and Construction Specifications
- Review of Geotechnical Report and Prepare Pile Foundation

- Signed and Sealed Construction Documents for the building Department Submittal
- One Site Meeting

Pre-Construction Phase Services will include the following services:

- Reply to Building Department Review Comments

d) Civil Engineering Services and Agency Coordination

The Corradino Group will be responsible for providing the civil engineering design plans related to the utility connections for the proposed Tennis Center. The civil engineering design services will be limited to the on-site water and sewer utility connections. The Design Services will include the following:

- Water and Sewer utility connections Details
- Material and Construction Specifications
- Signed and Sealed Construction Documents for the on-site water and sewer utility connections.

The Design Plans will be limited to one 60% Design Plan phase and one 100% Design Plan phase. The permitting services will be limited to submittal of the civil plans to the Town of Surfside, the Miami Dade County Health Department, DERM and the Miami Dade County WASD.

e) Waterproofing Consultant Services and Agency Coordination

IBA Consultants Inc will be responsible for architectural specialty design services related to the Waterproofing of the proposed Tennis Center building. IBA Consultants, Inc. will aid WLA in specifying the roof system and specific flashing details at roof penetrations and edge conditions. Special inspections during the Construction Phase would be provided under a separate agreement. These basic scopes of services are limited to an hourly not to exceed fee of \$3,000.00.

f) Tennis Court Consultant Services and Agency Coordination

Global Sport & Tennis Design Group, LLC will be responsible for architectural specialty design services including the design specifications related to the pickleball courts and associated features and lighting. These basic scope of services are limited to an hourly not to exceed fee of \$3,000.00.

The following are additional basis of scope for this task work order authorization.

- Note: This scope of services includes the initial design submittal plus up to one design plan revision based on one comprehensive set of government agency stakeholder review comments. Any additional design revisions and government agency permitting not already included will be provided as an additional service as requested by the Town of Surfside.
- Note: This scope of services does not include preparation of design plans or permitting of site development parking lot and stormwater drainage plans, off-site roadway/civil engineering, intersection or road segment improvements. All design related services such as roadway design, traffic engineering, civil engineering design and utility coordination and

other related services are not included. These services can be provided as an additional services agreement as necessary at the request of the Town of Surfside.

- Note: This scope of services does not include the 87th Terrace Road Closure Analysis and approval by Miami-Dade County DTPW. These services can be provided as an additional service as requested by the Town of Surfside.
- Note: This scope of services does not include bidding assistance and construction administrative services. These services will be provided as an additional service as requested by the Town of Surfside.
- Note: This scope of services assumes that the existing sewer laterals and water service connections will be provided for the new Tennis Center facilities. This scope of services does not include utility design services. These services will be provided as an additional service as requested by the Town of Surfside.
- Note: This scope of services does not include Subsurface Utility Exploration services. These services will be provided as an additional service as requested by the Town of Surfside.
- Note: This scope of services may require the need for additional consulting services. This scope of services does not include the following specialty services:
 - Urban Planning and Resiliency Consultant
 - Pool and Fountain Engineer
 - Lighting Consultant
 - Ornamental Horticulturalist/ArboristIf these services are required, an additional service will be provided as requested by the Town of Surfside.
- Note: This scope of services does not include MEP services related to Commercial Cooking Facilities. This scope of services does not include Commissioning of MEP Systems. Specifications pertaining to this project will be provided for inclusion into the Project Manual during the Bidding Assistance Phase.
- Note: This scope of services will not include LEED rating services. If these services are required, an additional service will be provided as requested by the Town of Surfside.
- Note: Revisions to the plans after the completion and Submission of WLA 50% Construction Documents, due to changes in the Client's design program or budget, architectural or engineering revisions to plans, or as requested by the regulatory agencies having jurisdiction will be an additional service. This includes the preparation of alternate designs after approval of the Schematic Design Plans.
- Note This scope of services does not include landscape architectural and irrigation services related to the Surfside Tennis Center Facility project including a Tree Management Plan, landscape features around building perimeter, new hardscape planting site lighting and

irrigation under building and any site design for the Veterans Park portion of the parcel. These services can be provided as an additional service as requested by the Town of Surfside.

- Note: This scope of services does not include a Community Outreach Workshop Meeting. If these services are requested, an additional service will be provided as requested by the Town of Surfside. The Parks and Recreation Committee Meeting will include a public input component.
- Exhibit Two includes the hourly rate schedule for subconsultants not included in The Corradino Group's existing Professional Engineering Continuing Services Agreement dated 02/16/2021.
- Note: Reimbursable Expenses, in addition to those included in the Basis Scope of Services, are not included in the total fee, and shall include all photographic, long-distance telephone/fax, and printing, parking, mail and courier costs necessary for project completion. Automobile mileage shall be reimbursed at the prevailing IRS rate.
- Note: The following additional services will be reimbursed by the Client at an hourly rate for the additional architectural and engineering work not specifically described in the Scope of Services, including but not limited to the following:
 - LEED drawings, calculations, or certifications.
 - Green/Green Walls incorporating custom/specialized hydroponic water delivery and construction systems.
 - Architectural features such as pergolas/trellises attached to existing building, custom ironwork, gates and fences, etc.
 - All site improvements not included in the Basic Scope of Services, including planting in interiors and private balconies, Site Signage/Graphics, and Site Furniture.
 - The preparation of alternate designs after approval of the Schematic Design Plans.
 - Preparation of record as-built drawings or of measured drawings of existing conditions. If record drawings are requested, these as-built drawings will be supplied by the contractor.
 - "Final" Perspective Renderings for marketing brochures.
 - Additional work for design, documentation and project administration time required for project-related improvements outside of Project Area, including separate permit/design approvals from FDOT.
 - Additional meetings not defined in the Basic Scope of Services.

III. BUDGET:

The Corradino Group, Inc. will provide to the Town of Surfside the basic services described in this scope of services for a lump sum budget of **\$358,872.21**.

IV. ANTICIPATED SCHEDULE:

- Additional work for design, documentation, and project administration time required for project-related improvements outside of Project Area, including separate permit/design approvals from FDOT.
- Additional meetings not defined in the Basic Scope of Services.

III. BUDGET:

The Corradino Group, Inc. will provide to the Town of Surfside the basic services described in this scope of services for a lump sum budget of **\$358,872.21**.

IV. ANTICIPATED SCHEDULE:

The Corradino Group, Inc. will complete the task work order scope of services within **12 months** from the issuance of a Notice to Proceed by the Town of Surfside. This time of performance is contingent on getting the required information, as previously noted.

V. ACCEPTANCE OF PROPOSAL

Surfside Tennis Center Improvements

Approved by:

TOWN OF SURFSIDE

Date: _____

By: _____
Jason D. Greene, Assistant Town Manager

THE CORRADINO GROUP, INC.

Date: November 4, 2022


By: 
Joseph M. Corradino, President

EXHIBIT ONE
PROJECT AREA



EXHIBIT TWO
ADDITIONAL SUBCONSULTANT HOURLY RATE SCHEDULE

WILLIAM LANE ARCHITECT, INC.			
Discipline	Staff Type	UNIT	LOADED RATE
ARCHITECTURE	Principal	Hour	\$250.00
	Project Manager	Hour	\$180.00
	Associate	Hour	\$120.00

LAKDAS YOHALEM ENGINEERING, INC.			
Discipline	Staff Type	UNIT	LOADED RATE
Structural Engineering	Principal in Charge	Hour	\$226.24
	Senior Project Manager	Hour	\$197.97
	Project Manager	Hour	\$131.96
	Senior Engineer	Hour	\$109.99
	Senior Inspector	Hour	\$100.52
	Inspector	Hour	\$94.31
	Senior Technician	Hour	\$87.99
	Technician	Hour	\$72.23
	Administrative	Hour	\$56.58

LOUIS J. AGUIRRE & ASSOCIATES, P.A.			
Discipline	Staff Type	UNIT	LOADED RATE
MEP Services	Principal	Hour	\$250.00
	Project Manager	Hour	\$150.00
	Engineer	Hour	\$125.00
	CAD Manager	Hour	\$115.00
	CAD Technician	Hour	\$85.00
	Clerical	Hour	\$65.00

GLOBAL SPORTS & TENNIS DESIGN GROUP, LLC			
Discipline	Staff Type	UNIT	LOADED RATE
SPORTS SPECIALTY DESIGN	Alexander Levitsky	Hour	\$150.00
	All other Technicians	Hour	\$80.00
	All other Support Staff	Hour	\$50.00

IBA CONSULTANTS, INC.			
Discipline	Staff Type	UNIT	LOADED RATE
Roofing Consulting & Inspection	Principal	Hour	\$300.00
	Senior Consultant	Hour	\$225.00
	Consultant	Hour	\$200.00
	Project Manager	Hour	\$175.00
	Inspector	Hour	\$125.00



MEMORANDUM

ITEM NO. 5B.

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Hyatt - Town Manager

Date: November 15, 2022

Subject: **Beach Ends - Outdoor Fitness Equipment**

Town Administration is requesting approval of the Agreement with GameTime a Playcore company to "piggy-back" of the state contract and to authorize the expenditure of funds of \$58,259.98 for outdoor fitness equipment in the selected beach ends.

Town Staff was tasked with adding outdoor fitness equipment in certain beach ends. Staff identified the beach ends at 95th street, 94th street, 92th street, 90th street, and 89th street as the safest and most suitable areas to install the outdoor fitness equipment. Staff is requesting to use GameTime to complete the project. GameTime is a national leading designer of commercial playground equipment, outdoor fitness products, custom recreation spaces and site furnishing that have been around since 1929. Staff is requesting to "piggy-back" of the state contract (Attachment A) in order to waive the procurement for the purchasing and installation of the equipment. This is the same vendor and contract that will be performing the Hawthorne Tot-Lot project.

Town Staff has work diligently with GameTime to get a final design and estimate (Attachment B) for the outdoor fitness equipment along the beach ends. Our goal is to promote community health by giving our residents an opportunity to exercise outdoors while socially interacting with others. The following equipment was chosen: Recumbent Cycle, Lat Pull Down, Shoulder Rotator, Captain'S Chair, Sit Up/ Back Extension, Step Around Station, Leg Press, Push Up Hi/Lo, to be able to reap the maximum health benefits for our community. The equipment listed above contains a variety of elements, each offering specific results for overall health. By including equipment that offers a variety of aerobic, muscle/strength, core, and balance elements, the Town will be providing a well-rounded fitness routine that promotes health improvement and wellness. Additionally, the Town would be nationally recognized for targeting the five (5) fitness types: Aerobic, Balance, Core, Flexibility and Muscle.

As this project was not budgeted as part of the Fiscal Year 2023 Budget, the associated budget amendment must be approved.

[Attachment A-Gametime contract.PDF](#)

[Attachment B - GameTime Beach End Outdoor Fitness Equipment Quote.pdf](#)

[Resolution Approving Purchase of GameTime Outdoor Fitness Equipment at Street Ends.DOCX](#)

[Exhibit A - Piggyback Agreement - Gametime Outdoor Fitness Equipment.DOCX](#)

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INCLUSION to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Contract.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**

- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
 - 8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202
 - 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
 - 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

- 18. DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
- 19. INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
- 20. PREPARATION FOR DELIVERY:**
- 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
- 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
- 21. ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
- 22. GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
- 23. NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 24. MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

- 25. RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
- 26. RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
- 27. OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 28. TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 29.8.3 Performing the transition service plan activities;
 - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
- 29. NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
- 30. MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
- 31. RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- 32. INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

- 33. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company’s policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

- 40. SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 41. FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

- 42.1 DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
- 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

- 43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 44. EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 44.1 Was already known to Company prior to being disclosed by the City;
 - 44.2 Was or becomes publicly known through no wrongful act of Company;
 - 44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 44.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
- 45. MISCELLANEOUS**
- 45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
 - 45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
 - 45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers’ compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- Section 3 “Term”
 - Section 4.3 “Employment Taxes and Employee Benefits”
 - Section 13 “General Warranties”
 - Section 14 “Additional Representations and Warranties”
 - Section 22 “Guarantee”
 - Section 28 “Other Remedies”
 - Section 29 “Termination”
 - Section 33 “Insurance”
 - Section 34 “Indemnification”
 - Section 39 “Notices”
 - Section 42 “Confidentiality”
 - Section 45 “Miscellaneous”
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

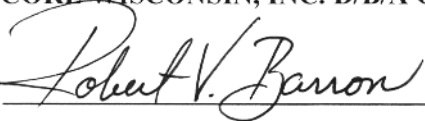
45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

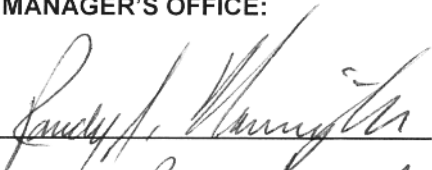
BY: 

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

**CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:**

BY: 

PRINT NAME: Sandy Harrington

TITLE: CFO

DATE: 5/15/17

**CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:**

BY: 

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 5/11/17

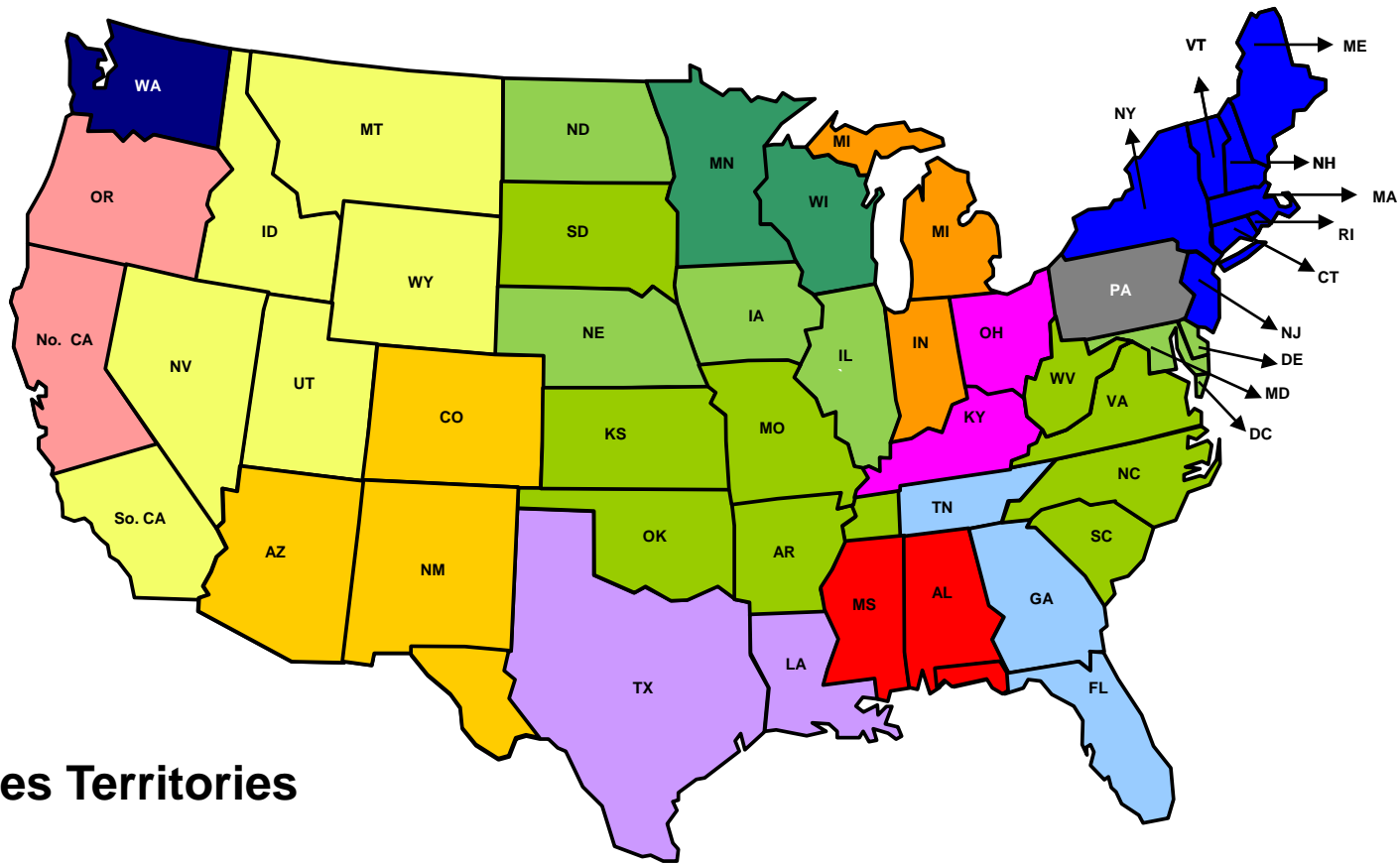
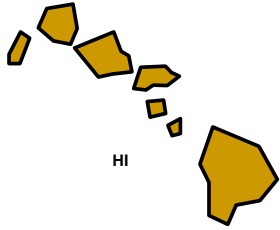
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394



GameTime Sales Territories

PA
Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

FL
GA
TN
DRP
Dominica Recreation Products, Inc.
PO Box 520700
Longwood, FL 32752-0700
Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpic.com

MI
IN
Sinclair Recreation
128 E. Lakewood Blvd
Suite 40
Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

KY
OH
David Williams & Associates, Inc.
PO Box 218
1010 Harrison Avenue
Harrison, OH 45030
Tel: (800) 762-7936
Fax: (330) 821-4505
Website: www.davidwilliamsassociates.com

AR **KS** **MO**
NC **OK** **SC**
VA **WV**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

CA **ID**
MT **NV**
UT **WY**
Great Western Recreation
PO Box 97
Wellsville, UT 84339
Tel: (800) 453-2735
Fax: (435) 245-5057
Website: www.gwpark.com

AK
WA
SiteLines Park & Playground Products
626 128th Street, S.W.
Suite 104-A
Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

IA **NE**
ND **SD**
Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

MA **ME** **NJ**
NY **CT** **RI**
VT **NH**
Marturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
Tel: (800) 922-0070
Fax: (732) 974-0226

LA
TX
Total Recreation Products
12022 C. Knigge C Rd, Suite C
Cypress, TX 77429
Tel: (800) 392-9909
Fax: (832) 237-3895

HI
IPR, Inc.
1481 South King Street
Suite 226
Honolulu, HI 96814
Tel: (808) 845-7788
Fax: (808) 952-5501
Website: www.innovativeplaygroundsandrecreation.com

IL
Cunningham Recreation
2135 City Gate Lane, Suite 300
Naperville, IL 60563
Tel: (800) 942-1062
Fax: (630) 554-3750
Website: www.cunninghamrec.com

No. CA
OR
MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

AZ **CO**
NM **TX**
Triple M Recreation
4638 East Shea Blvd.
Suite B-170
Phoenix, AZ 85028
Tel: (480) 315-9103
Fax: (480) 315-9991
Website: www.triplemrec.com

DE
MD
DC
Cunningham Recreation
PO Box 487
Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com

MN
WI
Minnesota/Wisconsin Playground, Inc.
PO Box 3228
Golden Valley, MN 55427
Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com

AL
FL
MS
J.A. Dawson & Co., Inc.
PO Box 1178
Pelham, AL 35124
Tel: (800) 221-8869
Fax: (205) 663-5012

GAMETIME DOMESTIC SALES AGENCY CONTACT INFORMATION

Sales Representative Agency	Address - Website - Territory	Telephone & Fax
Bitting Recreation, Inc.	P. O. Box 6445, Harrisburg, PA 17112	800-248-8464
Randy Bitting	www.bittingrec.com	717-652-5826
	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd, Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
Diane Sinclair	www.sinclair-rec.com	616-392-8634
Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
David Williams	OH, KY	

b**Bitting - Bramble Landscapes, LLC. -
Bramble, Mark**

586 Sterling Drive
Sarver, Pa. 16055
Bus: (724) 859-0958
Home: 2018
Mobile: (724) 859-0958
E-mail: bramble.landscapes@gmail.com

Bitting - Playground Pros (Hartzell, Lowell)

154 N. Sheridan Road
Newmanstown, PA 17073
Bus: (610) 589-1769
Home: 2018
Mobile: (610) 413-9832
Bus Fax: (610) 589-1817
E-mail: bill@theplaygroundpros.com

c**Cunningham - Blueprint Construction, LLC
(Liles, Robbie S.)**

5 Liles Woods LN
Garner, NC 27529
Bus: (919) 210-1589
Home: 2018
Bus Fax: (919) 779-9436
E-mail: RL1Builder@gmail.com

**Cunningham - Carlson Consulting and
Contracting**

1150 Prospect Blvd.
Waterloo, Iowa 50701
Bus: (319) 234-8965
Home: 2016
Mobile: (319) 415-8365
Bus Fax: (319) 234-8965
E-mail: landrn1@msn.com

**Cunningham - Cedar Creek Run
Construction - Stanley, Bill**

24072 Zachery Taylor Hwy.
Culpeper, Va. 22701
Bus: (877) 640-9811 / (540) 364-9811
Home: 2016
Mobile: (703) 244-5991
Bus Fax: (540) 825-3445
E-mail: bstanley@ccrconstructionllc.com

Cunningham - CLS Outdoor Services

112 Nivens Drive
P O Box 790
Atoka, TN 38004
Bus: (901) 428-8836
Home: 2018
Mobile: (901) 428-8836
Bus Fax: (901) 475-0015
E-mail: Chris@clsoutdoorservices.com

Cunningham - Custom Park Services

8019 E. Old Jessup Road
PO Box 1098
Jessup, MD 20794
Bus: (410) 799-7745 or 877-799-7745
Home: 2017
Mobile: (410) 365-0502
Bus Fax: (410) 579-1284
E-mail: cpsmike@comcast.net

Cunningham - Custom Playgrounds

9957 N. Alpine Road, Suite 100
Machesney Park, IL 61115
Bus: (815) 708-8540
Home: 2016
Mobile: (815) 505-0500
Bus Fax: (779) 423-2033
E-mail: mbk5977@hotmail.com

Cunningham - D C Install, LLC.

503 Niagara
E. Alton, Illinois 62024
Bus: (618) 531-0848
Home: 2017
Mobile: (618) 531-0848
Bus Fax: (618) 258-9007
E-mail: donchatham@charter.net
E-mail 2: donchatam@charter.net

**Cunningham - D G Services, Inc. (Layne,
Kevin)**

181 Springdale Acres Drive
Mooresville, NC 28115
Bus: 17047993878
Home: 2018
Mobile: 9802302946
Bus Fax: 7047993878
E-mail: dgserv@bellsouth.net

**Cunningham - Elanar Construction
Company**

6620 W. Belmont Avenue
Chicago, IL 60634
Bus: (773) 628-7011
Home: 2018
Mobile: (773) 908-7629
Bus Fax: (773) 628-7041
E-mail: ross@elanar.com
E-mail 2: ross@elanar.com

C**Cunningham - Fuertes Systems
Landscaping, Inc**

15100 S. Indian Boundary Rd.
Plainfield, Il. 60544
Bus: (815) 725-2959
Home: 2016
Mobile: (847) 312-9393
Bus Fax: (815) 725-3165
E-mail: furte1@sbcglobal.net

**Cunningham - G.L. Stone and Son, Inc. -
Gilkerson, Leondis**

24 First Street
Hamlin, WV. 25523
Bus: (304) 824-3800
Home: 2016
Mobile: (304) 208-4550
Bus Fax: (304) 824-3848
E-mail: glstoneandson@zoominternet.net

Cunningham - Grass roots, Inc.

501 W. Central Avenue
Davidsonville, MD 21035
Bus: (410) 721-1093
Home: 2016
Mobile: (301) 785-5770
Bus Fax: (301) 858-1039
E-mail: ccook@getgrassroots.com

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23940 Andrew Road
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Bus: (815) 372-3000
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Contracting**

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Cunningham - Kay Jay Construction, Inc.

300 S. Carlton Ave. #160
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Cunningham - Kenneth Company, The

16W064 Jeans Road
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Products, Inc.**

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Installations, Inc.**

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Cunningham - Play-N-Scape, Inc.

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Solutions - Mullins, Jason**

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Great West Park and Play - Cicero Engineering, Inc.

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Great West Park and Play - Play Foundations, Inc. (Cox, jack)

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Mobile: (408) 438-2141
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Marturano - Central Jersey Landscaping, Inc.

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Sitelines - Cascade Mini Excavating, Inc.

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Sitelines - L.W. Sundstrom, Inc.

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Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

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Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

t**Total Recreation - Barcon Construction**

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpasini_barcon@yahoo.com

t

Total Recreation - Cross Country

3804 Simmons Creek Lane
Flower Mound, Tx. 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1713
Bus Fax: (972) 355-2902
E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
Conroe, TX 77304
Bus: (936) 522-8522
Home: 2018
Mobile: (936) 522-8522
E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
Chatham, La. 71226
Bus: (318) 249-2016
Home: 2018
Mobile: (832) 202-9838
E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
Forney, Tx. 75126
Bus: (214) 704-2115
Home: 2017
Mobile: (214) 704-2115
Bus Fax: (972) 564-5755
E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
Denham Springs, La. 70726
Bus: (225) 667-3062
Home: 2017
Mobile: (225) 937-0791
Bus Fax: (225) 667-3035
E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
Austin, Tx. 78736
Bus: (512) 300-3636
Home: 2017
Mobile: (512) 300-3636
Bus Fax: (512) 692-2947
E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
Conroe, Tx. 77304
Bus: (936) 443-7235
Home: 2018
Mobile: (936) 443-7235
Bus Fax: (936) 441-3341
E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2016
Mobile: (806) 674-2810
Bus Fax: (806) 358-4222
E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1719
Bus Fax: (972) 355-2902
E-mail: simmons.buildersgc@gmail.com
E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
Porter, TX 77365
Bus: (281) 354-1934
Home: 2018
Mobile: (281) 435-8004
Bus Fax: (501) 204-4034
E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
Deming, NM. 88030
Bus: (575) 494-5788
Home: 2018
Mobile: (575) 494-5788
E-mail: kris@lecklandscape.com

t**Triple M Recreation - Hansen & Prezzano Builders LLC**

PO Box 359
 Peralta, NM 87042
 Bus: (505) 865-3900
 Home: 2018
 Mobile: (505) 228-1130
 Bus Fax: (505) 865-3922
 E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
 San Tan Valley, AZ 85143
 Bus: (520) 429-5245
 Home: 2018
 Mobile: (520) 429-5245
 Bus Fax: (520) 529-1301
 E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
 Paskes, CO 80134
 Bus: (303) 805-8992
 Home: 2014
 Mobile: (303) 324-7900
 Bus Fax: (303) 805-8991
 E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
 Erie, Co. 80516
 Bus: (720) 323-8845
 Home: 2017
 Mobile: (720) 323-8845
 Bus Fax: (303) 833-4460
 E-mail: blake@irwin-companies.com

w**WI Playground - Captured Live**

12 Narhanial Chrichlow Drive
 Valsayn
 Trinida
 Bus: (868) 689-9896
 Home: 2018
 Mobile: (868) 689-9896
 E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
 Minerva, Oh. 44657
 Bus: (330) 495-8590
 Home: 2017
 Mobile: (330) 495-8590
 Bus Fax: (330) 821-4505
 E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
 Cincinnati, Ohio 45239
 Bus: (513) 923-2333
 Home: 2017
 Mobile: (513) 236-6906
 Bus Fax: (513) 923-2444
 E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
 Miamitown, OH 45041
 Bus: (513) 353-4760
 Home: 2017
 Mobile: (513) 659-9702
 Bus Fax: (513) 738-0684
 E-mail: toddschunk@yahoo.com

**EXHIBIT D
FREIGHT RATE SCHEDULES**

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates

Hugh McRae Park,
Wilmington, NC



EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

REQUEST FOR PROPOSAL 269-2017-028
 SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UltraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.



FIFTEEN YEAR LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.
2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

**FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY**

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

**NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY
REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.**

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:



WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:



A PLAYCORE Company

10 YEAR LIMITED WARRANTY

Playcore Inc. (the “Seller”) warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture’s specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller’s option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more than six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6.....	100%
More than 6, less than 7.....	60%
More than 7, less than 8.....	40%
More than 8, less than 9.....	30%
More than 9, less than 10.....	20%

Warranty Exclusions

This warranty does not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to 2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.

Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.



Recycled Poured Rubber Surfacing

POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.



Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. **WARNING:** Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. **NOTE:** The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

Date

Turf

Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled 1/4" – 1/2" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC)).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 ¾ inch GT Impax Turf™ from Gametime or approved equal

Face Weight:

- GT Impax Turf™ 50 oz/sy
- GT Impax Turf™ Elite 80 oz/sy

Face Yarn Type: Polyethylene

Yarn Size: 4200/9000

Pile Height:

- GT Impax Turf™ 1 ¾ inches
- GT Impax Turf™ Elite 1 ¾ inches

Color: Blend

Construction: Broadloom tufted

Stitch Rate: 8 per 3 inches

Tufting Gauge: 1/4"

Primary Backing: Stabilized woven Polypropylene (double thickness)

Secondary Backing: 20 oz. Urethane or DuraFlo

Total Product Weight:

- GT Impax Turf™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼” – ½” (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm³
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12” wide minimum.

Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8” when measured in any direction with a 10’ straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Stone elevation shall maintain 1/4" per foot toward low end.
<u>Porosity:</u>	Base course shall maintain porosity for direct drainage.
<u>Enclosure:</u>	Stone base course must be surrounded by a retaining curb.
<u>Drainage:</u>	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
<u>Tolerances:</u>	1/4" in any 10-foot direction and 1/8" in any 3-foot direction.
<u>Stone Selection:</u>	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

<u>Stone Graduation</u>	<u>U.S. Sieve</u>	<u>Percent Passing</u>
	1"	100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

<u>Depth:</u>	4 inch minimum thickness.
<u>Slope:</u>	Concrete or asphalt shall maintain 1/4" per foot.
<u>Tolerance:</u>	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be ¾" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf™ infill approximately 3 to 4 pounds per square foot.

**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

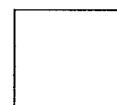
GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com





LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact. All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com





MULTISPORT SCOREBOARD & CONTROLLER WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage

- a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
- c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.

2. Controller Warranty Coverage

- a. Seller warrants that wireless controller models: WHC-1 and WTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
- b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

- a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
- b. Said warranty shall not apply to resulting damage in any of the following cases:
 - i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
 - ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
 - iii. Improper environmental control (storage and/or use) of electronic equipment.
 - iv. Power surges, water damage, lightning or other "acts of nature."
 - v. Vandalism or acts of terrorism or war.
 - vi. Excessive application of electrical power or improper power connection.
 - vii. Removal of warning labels and protection devices.
 - viii. Installing non-factory replacement parts.
 - ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
- c. Disclaimer
 - i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

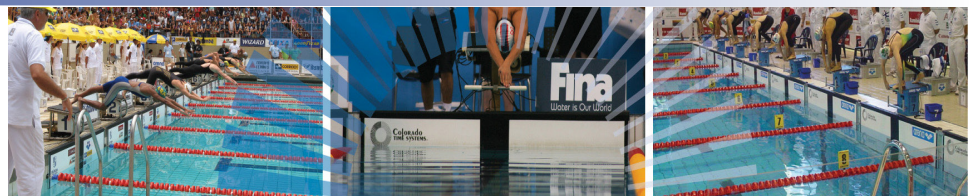
Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16





WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.

Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.

Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

**Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366**

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.



NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2" x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.



Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.




5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.

1 Year Warranty - failure of structural strength of any framework component.

For full warranty information visit: bleachers.net



NRS™

National Recreation Systems

A **PLAYCORE** Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free **(888)-568-9064**

Fax **(260)-482-7449**

E-mail: sales@bleachers.net

Online: www.bleachers.net

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.

Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products - this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™ control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.

UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com





WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)



UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.



Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ fabric warranties cover fabric tops up to 40' in length.

Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.

UltraShade warrants its sewing thread for a period of 8 years.

The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.



ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.



ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.

No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltraShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite

1675 Locust St.
Red Bud, IL 62278
800.458.5872



Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service

1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

Authorized UltraSite Signature

Title

See UltraSite on the web at www.ultra-site.com



Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

**EXHIBIT F
SCOPE OF WORK**

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used.**

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

10/28/2022
 Quote #
 104379-01-03

Surfside Beach Side Fitness

Town of Surfside
 Attn: Adrian Hernandez
 9293 Harding Avenue
 Surfside, FL 33154
 Phone: 305-866-3635
ahernandez@townofsurfsidefl.gov

Ship to Zip 33154

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
~~~~~						
<ul style="list-style-type: none"> <li>Concrete or Slab by Others.</li> <li>No Surfacing required for these items if intended for 13+ age group.</li> <li>Installer will in-ground mount all items, for added durability</li> </ul>						
1	14922I	GameTime - Recumbent Cycle (In-Ground)	\$6,658.00	9.00	\$6,058.78	\$6,058.78
1	13272I	GameTime - Lat Pull Down - Ada (In-Ground Mount)	\$7,817.00	16.00	\$6,566.28	\$6,566.28
1	13558I	GameTime - Shoulder Rotator (In-Ground)	\$5,587.00	16.00	\$4,693.08	\$4,693.08
1	13560I	GameTime - Captain'S Chair - In-Ground Mount	\$4,692.00	16.00	\$3,941.28	\$3,941.28
1	13561I	GameTime - Sit Up/ Back Extension	\$5,881.00	16.00	\$4,940.04	\$4,940.04
1	14903	GameTime - Step Around Station	\$2,824.00	16.00	\$2,372.16	\$2,372.16
1	13559I	GameTime - Leg Press (Single)	\$5,910.00	16.00	\$4,964.40	\$4,964.40
1	13589I	GameTime - Push Up Hi/Lo In ground	\$2,462.00	16.00	\$2,068.08	\$2,068.08
1	13565	GameTime - Fitness Sign Post For Sticker	\$293.00	16.00	\$246.12	\$246.12
~~~~~						
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>			\$13,200.00	\$13,200.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings			\$1,025.00	\$1,025.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>			\$1,400.00	\$1,400.00
~~~~~						
1	INSTALL	Misc - Coastal Paint Application applied to all Metal Components- <b>OPTIONAL</b>			\$5,050.00	\$5,050.00
Contract: OMNIA #2017001134					<b>Sub Total</b>	\$56,525.22
					<b>Freight</b>	\$1,734.76
					<b>Total</b>	<b>\$58,259.98</b>

This quote was prepared by Rob Dominica, President.  
 For questions or to order please call - 800-432-0162 ext. 113 [robd@gametime.com](mailto:robd@gametime.com)



GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 * 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

10/28/2022  
 Quote #  
 104379-01-03

## Surfside Beach Side Fitness

*Due to unforeseen supply and personnel issues, ALL orders are shipping in approximately 8-10 weeks.*

*Some orders depending on specific items may take longer or possibly go quicker. Not until an order is in the system and processed can we give an expected ship date.*

*In addition, labor shortages may cause installation dates to be extended. It is difficult to provide exact days for delivery and installation.*

**All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.**

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

**Permits are not included in cost, unless specifically listed in pricing.** If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

**Payment Terms: Governmental Purchase Order.**

**Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.**

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 60 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

**Acceptance of quotation:**

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$58,259.98**

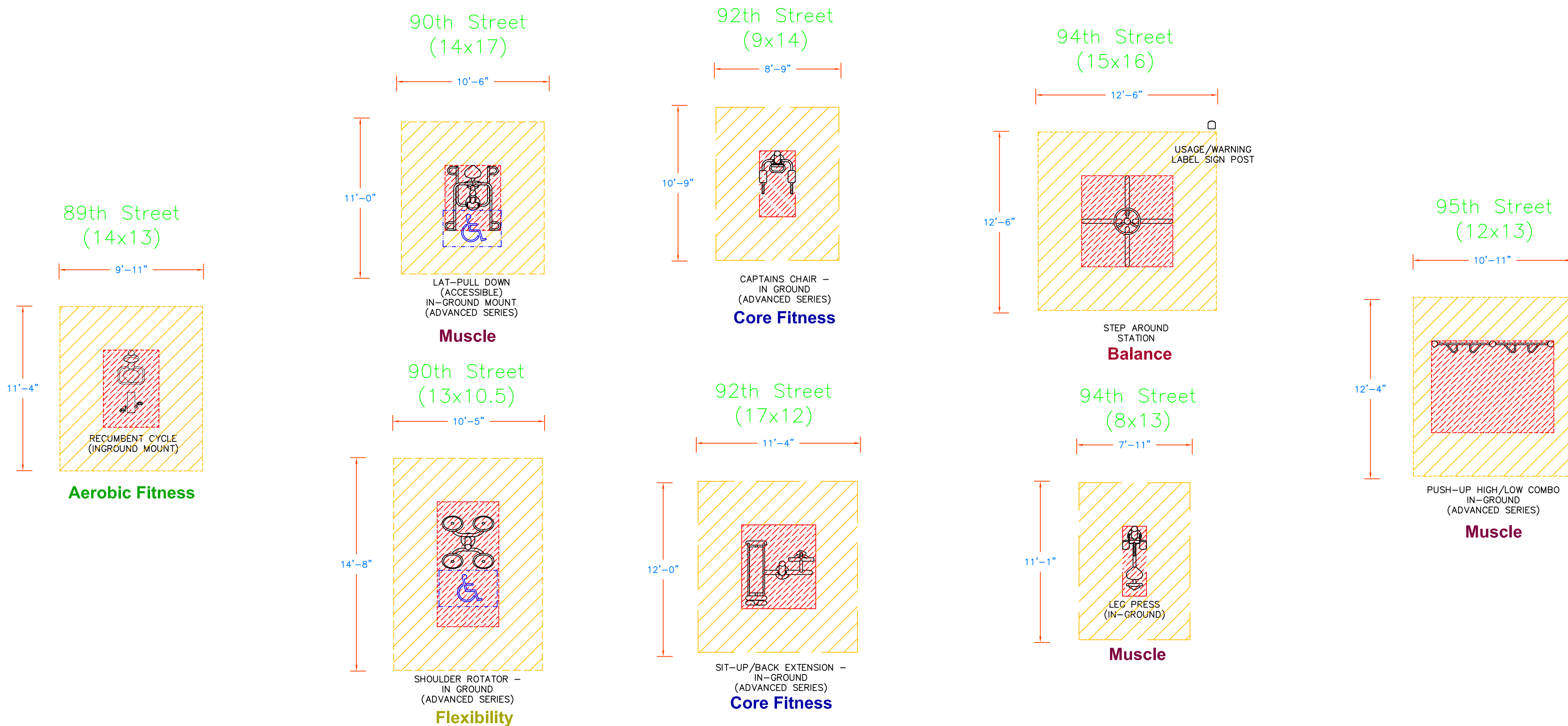
### Conceptual Drawing

- No Surfacing Required for any of these items. Concrete is acceptable if intended use is 13+ age group  
~ exact Location and Placement TBD

All Fitness Equipment Compliant with ASTM F3101-21a For Ages 13+

 Training Envelope - No OVERLAP  
 Use Zone - Overlap Allowed

Fitness Types Present on this Design :  
**Aerobic Fitness**  
**Balance**  
**Core Fitness**  
**Flexibility**  
**Muscle**



150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

Town of Surfside  
Fitness on the Beach  
Surfside, FL  
Representative  
Dominica Recreation Products

This play equipment is recommended for children ages 13+

Minimum Area Required:  
Scale: NTS  
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: SC  
Date: 10-28-22  
Drawing Name: Fitness on the Beach



An ideal solution for anyone seeking a low-impact aerobic workout in a park or along a fitness trail. Place your feet on the large slip-resistant pedals, grip the handlebar and move your legs forward and backward. The Recumbent Cycle provides an effective workout for people of all fitness levels. Also available in a surface-mount version (#14922S)

### Features and Benefits:

- Magnetic resistance reduces maintenance requirements
- Self-contained mechanism minimizes exposure to environmental conditions
- Two-piece assembly streamlines maintenance access

Model: 14922i  
Use Zone: 12'4" X 11'10"  
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



The standard side features an ergonomically-designed seat that is just the right height for transferring to and from a mobility device. The accessible side is designed to accommodate most mobility devices and allows two people to work out at the same time. The accessible Lat Pull Down is an ideal choice for improving arm and shoulder muscle fitness and endurance. Also...

## Features and Benefits:

- Familiar-looking design makes it instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13272i  
 Use Zone: 12'9" X 9'10"  
 Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](https://www.gametime.com/warranty) for full warranty information





The accessible design of our Shoulder Rotator allows adults of all abilities to improve flexibility in their shoulders, arms, and wrist - a great warmup option to begin your workout. Users grip the handles and rotate the discs with each arm, in the same direction or in opposing directions. The fully enclosed rotating mechanism is designed to provide smooth, fluid motion...

### Features and Benefits:

- Provides an accessible flexibility workout station for adults of all abilities
- Rotating discs feature large grip handles and a fully enclosed rotation mechanism
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13558i  
 Use Zone: 14'8" X 10'3"  
 Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information





Muscular fitness is a key component of a well-rounded fitness program. Captain's Chair is a compact strength training station designed to enhance muscular fitness of upper arms, chest, and abdominals. Provides multiple exercise opportunities, including knee raises, leg raises, dips, and crunches. Also available in surface mount version (#13560S).

### Features and Benefits:

- Assist platform doubles as ankle support for sit-ups
- Twin PVC handles for upper arms and chest workouts
- Roomy polyurethane arm-rest pads accommodate a wide range of users

Model: 13560i  
 Use Zone: 10'7" X 8'6"  
 Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



Users perform crunches and sit-ups on one side of the station by placing knees over the cross-bar, feet under the foot stops, lying back on the body plate and raising themselves up using their abdominal muscles. Back extensions are performed by placing thighs against the front cushions on the other side of the station and raising your body using the lower back muscles. Also...

## Features and Benefits:

- Combines two different core exercises in a single, space-saving design
- An affordable way to add a core strength element to your outdoor fitness park
- Constructed of durable, recyclable materials and backed by the industry's leading warranty

Model: 13561i  
Use Zone: 5'10" X 11'  
Fall Height: 4'  
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



The Step Around Station is an assisted fitness station that helps improve depth perception, joint mobility, balance and flexibility, particularly in the active aging community. Users hold onto the center support ring and step over the low hurdles. The center support ring features our ComfortGrip coating for enhanced grip/grasp during exercise.

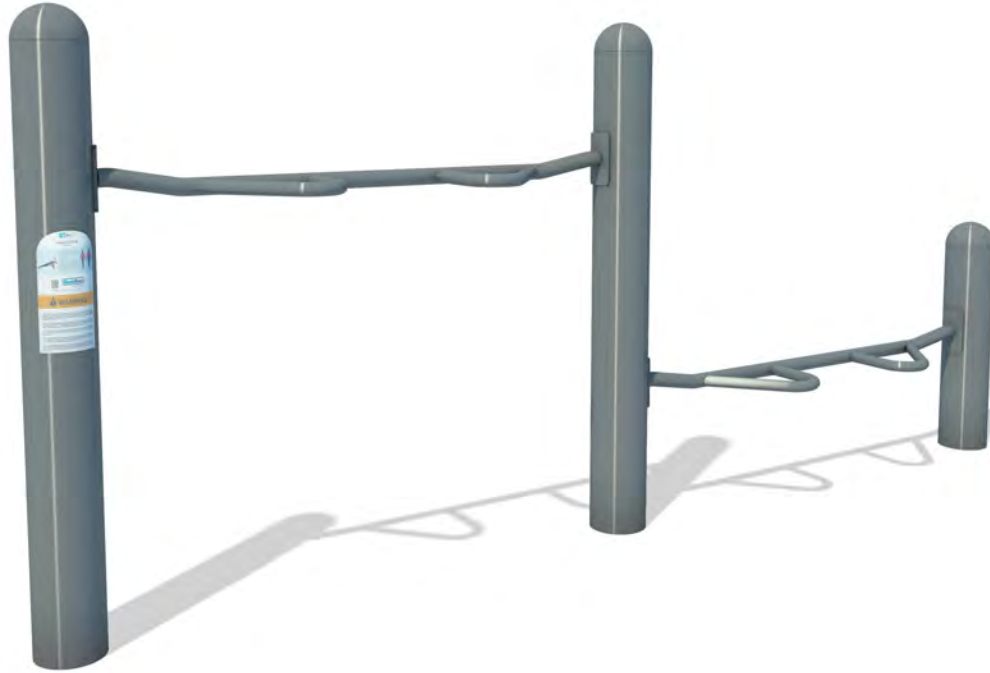
### Features and Benefits:

- Functional fitness trainer that enhances depth perception, joint mobility and balance/flexibility
- Center support ring for assistive support features ComfortGrip coating for enhanced grip/grasp
- Constructed of durable, recyclable materials and backed by the industry's leading warranty
- Product requires...

Model: 14903  
 Use Zone: 12'4" X 12'4"  
 Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information





Designed with guidance from an exercise physiologist to create the optimum push-up experience, our Push-Up Combo features a unique hand grip curvature to create multiple challenge levels. Install alone or with Chin-Up station or other fitness products on a shared upright for a compact, space-saving design.

## Features and Benefits:

- Provides an excellent muscle strength workout and enhances upper body strength
- Hand grip curvature offers multiple grip positions to vary your workout and challenge level
- All-steel design and powder-coated finish is weather-resistant and well-suited for any climate
- Constructed of durable, recyclable...

Model: 13589i  
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information



The leg and lower body muscles are a critical component of a well-rounded fitness program. By incorporating lower body exercises like the Romain Chair Squat, users enhance their overall muscular endurance, strength and agility in other fitness endeavors. Also available in surface mount version (#13566S).

### Features and Benefits:

- Familiar-looking design is instantly recognizable to beginner and advanced users
- Utilizes our exclusive advanced variable resistance mechanism for smooth resistance throughout the range of motion
- The resistance mechanism is fully enclosed to protect from the elements and eliminates crush and shear...

Model: 13559i  
Use Zone: 10'10" X 7'8"  
Fall Height: 4'  
Age Group: 13+ Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.





A PLAYCORE Company

1-800-235-2440

ISSUED/REVISED: 12/2/20

# 13565 USAGE/WARNING LABEL SIGN POST

= INSTALLATION  
DETAIL

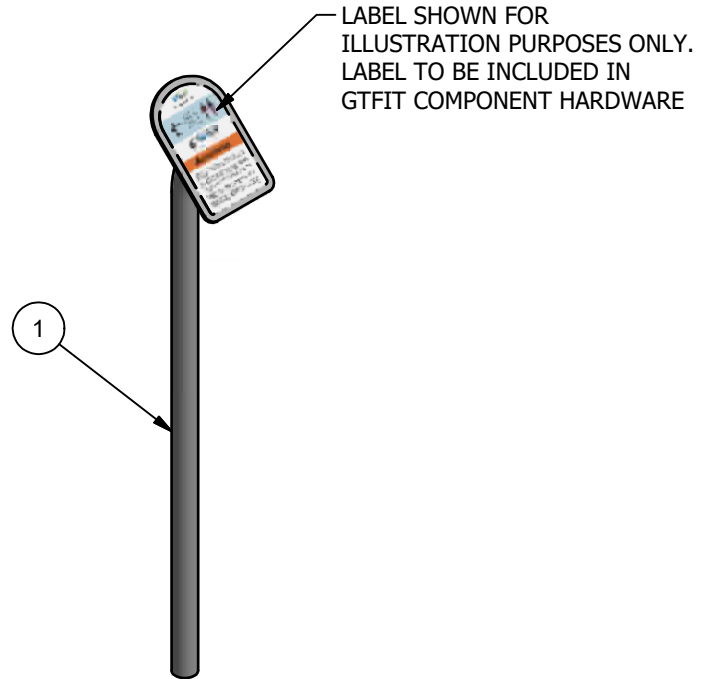
= PARTS LIST  
REFERENCE

## **INSTRUCTIONS**

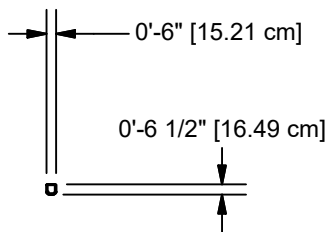
1. Before assembling this equipment, read the enclosed INSTALLATION INSTRUCTIONS in the installation booklet; follow all the instructions during installation.

2. Assemble parts as shown in the ASSEMBLY DRAWING. Refer to the assembly details for the specific hardware required in each connection.

**SIGN MUST BE OUTSIDE MAXIMUM SPACE IN WHICH THE USER AND EXERCISE EQUIPMENT COMPONENTS TRAVERSE WHEN THE EQUIPMENT IS OPERATED.**



**ASSEMBLY DRAWING**



**TOP VIEW**

**RESOLUTION NO. 2022-_____**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT WITH PLAYCORE WISCONSIN, INC. D/B/A GAMETIME FOR THE PURCHASE AND INSTALLATION OF OUTDOOR FITNESS EQUIPMENT AT TOWN BEACH ENDS, UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF CHARLOTTE, NORTH CAROLINA, CONTRACT NO. 2017001134 PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the “Town”) seeks to purchase and install new outdoor fitness equipment at the Town’s 95th street, 94th street, 92nd street, 90th street, and 89th street beach ends (the “Project”);and

**WHEREAS**, the City of Charlotte, North Carolina, issued Request for Proposals No. 269-2017-0028 (“RFP”) for playground and outdoor fitness equipment, site accessories, surfacing, and related products and services, and competitively awarded Playcore Wisconsin, Inc. d/b/a GameTime (“GameTime”) Contract No. 2017001134 pursuant to the RFP (“Charlotte Contract”); and

**WHEREAS**, GameTime has provided the Town with a quote (the “GameTime Quote”) for the Project in the amount of \$58,259.98 based on the terms, conditions, and rates of the Charlotte Contract; and

**WHEREAS**, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other

governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

**WHEREAS**, in accordance with Section 3-13(3) of the Town's Code, the Town Commission seeks to authorize the Town Manager to enter into an agreement, in substantially the form attached hereto as Exhibit "A" ("Agreement"), with GameTime for the Project in an amount not to exceed \$58,259.98; and

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval and Authorization of GameTime Agreement.** The Town Commission hereby approves the Agreement and the GameTime Quote for the Project in an amount not to exceed \$58,259.98 pursuant to Section 3-13(3) of the Town Code. The Town Manager is authorized to execute the Agreement with GameTime, in substantially the form attached hereto as Exhibit "A", consistent with the terms and conditions of the Charlotte Contract and the GameTime Quote, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

**Section 3. Exemption from Competitive Bidding.** The Town Commission finds that the Agreement based on the terms and conditions of the Charlotte Contract with GameTime for the Project is exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

**Section 4. Implementation.** The Town Commission hereby authorizes the Town Manager to take any action which is reasonably necessary to implement the Project, the Agreement and the purposes of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____  
Second By: _____

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman _____  
Commissioner Marianne Meisheid _____  
Commissioner Nelly Velasquez _____  
Vice Mayor Jeffrey Rose _____  
Mayor Shlomo Danzinger _____

_____  
Shlomo Danzinger, Mayor

**ATTEST:**

_____  
Sandra McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

_____  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF SURFSIDE  
AND  
PLAYCORE WISCONSIN, INC. D/B/A GAMETIME**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the “Town”), and **PLAYCORE WISCONSIN, INC. D/B/A GAMETIME**, a Wisconsin for-profit corporation authorized to do business in Florida (hereinafter, the “Contractor”). Collectively, the Town and the Contractor are referred to as the “Parties.”

**WHEREAS**, the Town seeks to purchase and install new outdoor fitness equipment at the Town’s 95th street, 94th street, 92nd street, 90th street, and 89th street beach ends (the “Project”) in an amount not to exceed \$58,259.98; and

**WHEREAS**, the City of Charlotte, North Carolina, issued Request for Proposals No. 269-2017-0028 (“RFP”) for playground and outdoor fitness equipment, site accessories, surfacing, and related products and services, and competitively awarded the Contractor Contract No. 2017001134 pursuant to the RFP (the “City of Charlotte Contract”); and

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

**WHEREAS**, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

**WHEREAS**, pursuant to Section 3-13(3) of the Town Code, the Town desires to engage the Contractor to implement the Project and provide the deliverables as specified below.

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

1. **Incorporation of Contract.** The terms and conditions of the City of Charlotte Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the City of Charlotte Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference,

the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- A. First Priority: Agreement;
  - B. Second Priority: E-Verify Affidavit;
  - C. Third Priority: Exhibit A – City of Charlotte Contract.
  - D. Fourth Priority: Exhibit B – GameTime Quote
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the City of Charlotte Contract unless otherwise provided in this Agreement. All references to the City of Charlotte shall be replaced with the Town of Surfside where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation.** Compensation to the Contractor for implementation of the Project shall be in an amount not to exceed \$58,259.98, in accordance with the rates of the City of Charlotte Contract attached hereto as Exhibit “A” and the quote attached hereto as Exhibit “B.”
6. **Amending Section 8 of the City of Charlotte Contract.** Section 8.1.2 of the City of Charlotte Contract is hereby deleted in its entirety and replaced as follows:

To obtain approval for a price increase (if applicable), the Contractor shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Town Manager or the Town Manager’s designee, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

Town of Surfside  
Attn: Town Manager  
9293 Harding Avenue  
Surfside, FL 33154

7. **Amending Section 9 of the City of Charlotte Contract.** Section 9 of the City of Charlotte Contract is hereby deleted in its entirety and replaced as follows:

Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant



to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Work or Services by the Town Manager.

8. **Amending Section 13 of the City of Charlotte Contract.** Section 13.1 of the City of Charlotte Contract is hereby amended as follows:

**13. GENERAL WARRANTIES.** Company represents and warrants that:

13.1 It is a corporation duly incorporated, ~~validly existing and in good standing under the laws of the state of Alabama,~~ and is qualified to do business in ~~North Carolina~~ Florida;

***

9. **Amending Section 32 of the City of Charlotte Contract.** Section 32 of the City of Charlotte Contract is hereby amended as follows:

32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the Town pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the Town, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the Town and each of the Town's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision; negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

(1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;

(2) Claims arising from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and

(3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this section shall survive termination of this Agreement.

**10. Amending Sections 42, 43, and 44 of the City of Charlotte Contract.**

Section 42, "Confidentiality," Section 43, "Restrictions," and Section 44, "Exceptions," of the City of Charlotte Contract are hereby deleted in its entirety and replaced as follows:

**Ownership and Access to Records and Audits.**

- A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town

(whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- B.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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 Town.
- C.** Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- E.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- F.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.

G. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

H. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: SANDRA MCCREADY, MMC, 9293 HARDING AVENUE, SURFSIDE, FL 33154, 305-861-4863, SMCREADY@TOWNOFSURFSIDEFL.GOV.

11. **Amending Section 45.3 of the City of Charlotte Contract.** Section 45.3 of the City of Charlotte Contract is hereby deleted in its entirety and replaced as follows:

45.3. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

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

13. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town 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-participation-enrollment-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.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**TOWN OF SURFSIDE**

**PLAYCORE WISCONSIN, INC. D/B/A  
GAMETIME**

By: _____  
Andrew Hyatt  
Town Manager

By: _____

Attest:

Name: _____

By: _____  
Sandra McCready, MMC  
Town Clerk

Title: _____

Entity: _____

Approved as to form and legal sufficiency:

By: _____  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**Addresses for Notice:**

Town of Surfside  
Attn: Town Manager  
9293 Harding Avenue  
Surfside, FL 33154  
305-861-4863 (telephone)  
ahyatt@townofsurfsidefl.gov (email)

**Addresses for Notice:**

_____  
_____  
_____  
_____  
_____ (telephone)  
_____ (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Lillian M. Arango, Esq.  
Town of Surfside Town Attorney  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, FL 33134  
larango@wsh-law.com (email)

**With a copy to:**

_____  
_____  
_____  
_____ (telephone)  
_____ (email)

EXHIBIT "A"

**City of Charlotte**  
**Contract No. 2017001134**

A copy of the City of Charlotte Contract No. 2017001134 is on file with the Town Clerk of Surfside.



EXHIBIT "B"

**GAMETIME QUOTE**  
**FOR TOWN BEACH END OUTDOOR FITNESS EQUIPMENT**

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Town of Surfside requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

_____  
Witness #1 Print Name: _____

_____  
Print Name: _____

_____  
Witness #2 Print Name: _____

_____  
Title: _____

_____  
Entity Name: _____

**ACKNOWLEDGMENT**

State of Florida  
County of _____

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____  
Notary Public (Print, Stamp, or Type as Commissioned)

_____  
Personally known to me; or  
_____  
Produced identification (Type of Identification: _____)  
_____  
Did take an oath; or  
_____  
Did not take an oath



## MEMORANDUM

ITEM NO. 5C.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Andrew Hyatt - Town Manager

**Date:** November 15, 2022

**Subject:** **Beach Furniture Service Operations**

---

Town Administration is seeking Commission approval for the Town Manager to negotiate and execute an agreement with Beach Time Max LLC for Beach Furniture Service Operations at the Community Center based on an initial cost of \$141,840.00 per fiscal year, a one time expense for the storage container purchase and installation of up to \$13,500.00 during the first fiscal year, and \$3,000 for additional furniture as needed.

At the Town Commission direction, Town staff was tasked with informally procuring for a new beach furniture service behind the Community Center and permitted a Waiver of Competitive Bidding Procedures as detailed in Section 3-12 of the Town Purchasing Code (upon the recommendation of the Town Manager in the best interest of the Town). The Parks and Recreation department developed a scope of services that met the needs of the Town/Community and received a proposal from three different vendors. The scope of service (See attachment A) includes the following: 50 luxury chairs with cushions, 25 umbrellas, 25 tables, 2 beach carts for set up/break down, a one time cost for storage box purchase and installation. Additionally, it was requested to have two beach attendants operating during the beach lifeguard stand operating hours. Additional cost per hour for additional equipment was requested in case service operations were to expand.

Attached are the three proposals received from:

1. Beach Time Max (Exhibit A)
2. Bouche Brothers (Attachment B)
3. Amenities Management Group South Florida LLC (Attachment C)

Based on extensive review from Town staff of the three proposals to ensure comparable service levels, below is the ranking based on lowest annual cost:

1. Beach Time Max
  - o \$141,840.00
2. Amenities Management Group South Florida LLC

- \$165,687.50
3. Bouche Brothers
- \$240,060.71

The Town Manager would be authorized to negotiate and execute an agreement with the selected vendor, Beach Time Max, LLC. The terms and conditions of the agreement would include an initial term that would end September 30, 2024 with the ability to administratively extend annually with a ninety (90) day termination clause at the Town's discretion. The vendor would be required to meet the insurance requirements as listed out of the scope of services attachment Section 9.

[Resolution Approving Agreement with Beach Time Max for Beach Furniture Service Operations.DOCX](#)

[Exhibit A - BeachTime Max.pdf](#)

[Attachment A - Beach Furniture Scope of Services.pdf](#)

[Attachment B- Bouche Brothers.pdf](#)

[Attachment C- Amenities Management Group South Florida LLC.pdf](#)

**RESOLUTION NO. 2022-_____**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH BEACH TIME MAX, LLC FOR BEACH FURNITURE SERVICE OPERATIONS AT THE COMMUNITY CENTER; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE SERVICES; AUTHORIZING THE WAIVER OF FORMAL COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 3-12 OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the “Town”) desires to implement beach furniture service operations at the Town Community Center to service Town residents and visitors (the “Services”); and

**WHEREAS**, the Town developed a scope of services for the Services and solicited three (3) proposals from vendors; and

**WHEREAS**, Beach Time Max, LLC (the “Vendor”) presented a proposal for the Services attached hereto as Exhibit “A”, at an initial cost of \$141,840.00 for the Services per fiscal year, together with a one-time expense for the purchase and installation of a storage container in the amount of \$13,500, and \$3,000 for the additional purchase of beach furniture, as needed, for a total first year annual cost of \$158,340.00; and

**WHEREAS**, the Town Administration recommends the selection of the proposal from Vendor as the qualified and lowest annual cost; and

**WHEREAS**, pursuant to Section 3-12 of the Town’s Code (the “Code”), the Town Commission wishes to waive formal competitive bidding for the Services, based on the recommendation of the Town Manager, as in the best interests of the Town and in order to timely provide residents with the Services; and

**WHEREAS**, the Town Commission desires to approve the Proposal of the Vendor for the Services attached hereto as Exhibit "A," and authorize the Town Manager to negotiate and execute an Agreement for the Services in an amount not to exceed \$158,340.00 consistent with the Proposal of the Vendor, and approved as to form and legal sufficiency by the Town Manager and Town Attorney; and

**WHEREAS**, the Town Commission finds that the approval of the Vendor for the Services and this Resolution are in the best interests and welfare of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval of Vendor's Proposal;** The Town Commission hereby approves the Proposal of the Vendor for the Services attached hereto as Exhibit "A".

**Section 3. Authorization to Negotiate and Execute Agreement.** The Town Manager is hereby authorized to negotiate and execute an agreement with the Vendor, consistent with the Proposal of the Vendor in an amount not to exceed \$158,340.00 for the first year, and approved as to form and legal sufficiency by the Town Manager and Town Attorney.

**Section 4. Waiver of Competitive Bidding.** Pursuant to Section 3-12 of the Town's Code, the Town Commission waives formal competitive bidding for the Services.

**Section 5. Implementation.** That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Services, the Agreement, and the purposes of this Resolution.



**Section 6.** **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____  
Second By: _____

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman _____  
Commissioner Marianne Meisheid _____  
Commissioner Nelly Velasquez _____  
Vice Mayor Jeffrey Rose _____  
Mayor Shlomo Danzinger _____

_____  
Shlomo Danzinger, Mayor

**ATTEST:**

_____  
Sandra McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

_____  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney



## Town of Surfside Bid Form - Beach Furniture Service

Description	Quantity
-------------	----------

Beach chair	50
Beach umbrella	25
Beach tables	25
Beach cart	2

	Base Operation*	Cost per additional Beach Chair	Cost per additional Umbrella	Cost per additional Table
October	\$ 11,820.00	\$ 15.00	\$ 10.00	\$ -
November	\$ 11,820.00	\$ 15.00	\$ 10.00	\$ -
December	\$ 11,820.00	\$ 15.00	\$ 10.00	\$ -
January	\$ 11,820.00	\$ 15.00	\$ 10.00	\$ -
February	\$ 11,820.00	\$ 15.00	\$ 10.00	\$ -
March	\$ 11,820.00	\$ 15.00	\$ 10.00	\$ -
April	\$ 11,820.00	\$ 15.00	\$ 10.00	\$ -
May	\$ 11,820.00	\$ 15.00	\$ 10.00	\$ -
June	\$ 11,820.00	\$ 15.00	\$ 10.00	\$ -
July	\$ 11,820.00	\$ 15.00	\$ 10.00	\$ -
August	\$ 11,820.00	\$ 15.00	\$ 10.00	\$ -
September	\$ 11,820.00	\$ 15.00	\$ 10.00	\$ -
<b>Total Annual Cost</b>	<b>\$ 141,840.00</b>	<b>\$ 180.00</b>	<b>\$ 120.00</b>	<b>\$ -</b>

* As hours of operation are different per month - Enter monthly price for service based on the above quantities.  
See Scope of Services for additional detail.

One-time price for storage unit including installation: \$ 13,500.00

****Fill in only "yellow Highlighted cells"**



## Town of Surfside Beach Furniture Scope of Service

### 1. Mission Statement

Our mission is to provide the Surfside Residents a first-class, well maintained beach furniture service in which they can enjoy during their leisure time. The beach furniture operation will strictly comply with the Town's beach furniture ordinance.

### 2. Hours of Operation

The beach furniture service will run in accordance with the Town of Surfside's Parks and Recreation Beach lifeguard tower operating hours. Please see attachment A for the beach lifeguard hours of operation throughout the year (**The Town reserves the right to request additional hours of operation as needed**). Beach furniture shall not inhibit reasonable access on the beach for pedestrians and emergency vehicles, nor impact any native vegetation, nor affect sea turtle nesting areas or other wildlife.

- **The Town is requesting a separate line item cost per additional operation hour.**

### 3. Setup Specification

All beach furniture setup is required to comply with the Town of Surfside Beach Furniture ordinance. All set up shall commence at 9am (in accordance with the beach lifeguard hours). The preset number of chairs and umbrellas will be as followed:

- Chairs: 20
- Umbrellas: 10

*The Town reserves the right to change the preset number, to reduce or add chairs at any time in compliance with the Town Ordinance.

### 4. Furniture: Chairs and Umbrellas

50 – Lounge chairs

- The Town is requesting for the chairs to be Chaise Lounge aluminum frame (Asch50) with 3-inch customizable cushions (sumbrella material). (Comparable model can be used as substitute)

25 – Umbrellas - with Town Seal

25 – Small tables for cup holders

2 - Beach cart – for set up/breakdown

- **The Town is requesting a separate line item cost per additional equipment; chair, umbrella and table.**

## 5. Staffing responsibility

Two (2) beach attendants will operate the beach furniture service seven (7) days a week. They will be responsible for setting beach furniture, safely securing umbrellas, removing any garbage created by residents/Surfside hotel guests, enforcing resident only ID policy, and monitoring the weather to ensure timely removal of furniture during inclement weather. Beach operator will be required to assigned a designee for all communication with the Town of Surfside.

## 6. ID Policy

The beach furniture service is for Surfside Residents and Hotel Guests **ONLY**. Beach attendants will be responsible for checking ID's and ensuring furniture is only being used by Residents and Surfside Hotel guests. Valid Proof of residency will be required for beach furniture usage. Surfside Residents must present a valid Florida driver license with Surfside Address or Community Center ID's. Hotels guests must present a Hotel Reservation sheet for Hotel guests with dates of stay and number of guests.

## 7. Beach Cleaning

Before starting the work day, Beach Attendants must verify that the work area is completely free of garbage, at the end of the work day the must ensure to leave the work area clean. Cleaning must comply with the requirements in the Town beach ordinance code.

## 8. Storage

Beach operator is responsible for purchasing storage unit to store all the beach furniture. All beach furniture will be stored in a designated area within the Community Center. At the end of the operating hours, beach attendant is responsible for storing all beach furniture inside the designated storage and lock/secure the storage. All storage regulations must comply with Town ordinance.

## 9. Insurance Requirement

Vendor must meet all insurance requirement per Town beach ordinance code **Sec. 86-32. - Indemnification and insurance**. In addition to the insurance requirements and indemnification for beach furniture operators, the additional insurance coverage will be required:

- (a) Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- (b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services who is not covered by Worker's Compensation insurance.
- (c) Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage, and must include Owned, Hired, and Non-Owned Vehicles.

## 10. Lightning Detection Policy

Beach furniture attendants are required to follow the Town of Surfside's Lightning procedure. In case of lightning within a 7-mile radius, a loud one-time horn (RED ALERT) will go off indicating lightning in the area. At that time, beach attendant is responsible for picking up and storing all beach furniture and seeking shelter immediately. Operations will not be allowed to resume until we receive the all clear notice (3 loud horns). Beach attendants are required to keep track of the lightning app that the Town follows: [EarthNetworks Sferic Siren Status](#)

## 11. Beach Hazardous Conditions

In the event of hazardous beach conditions (Red Flags), beach furniture attendants must pick up and store all beach furniture equipment. The Town of Surfside will communicate with the beach attendant to inform them of any hazardous conditions as they arise. All beach warning flags will be flown at the beach lifeguard tower and the community center during lifeguard beach operating hours.



## 12. Evacuation Plan

In the event of a declared state of emergency, storm warning or anticipation of a natural disaster, beach furniture attendants will be required to remove all beach furniture within two hours of the declared state of emergency and store all items on the designated storage. All beach furniture shall remain stored and secured until given the approval to resume operations by the Town Manager.





### Town of Surfside Bid Form - Beach Furniture Service

Description	Quantity
-------------	----------

Beach chair	50
Beach umbrella	25
Beach tables	25
Beach cart	2

	Base Operation*	Cost per additional Beach Chair	Cost per additional Umbrella	Cost per additional Table
October	\$ 23,082.76	\$ 461.66	\$ 346.24	\$ 46.17
November	\$ 18,466.21	\$ 369.32	\$ 276.99	\$ 36.93
December	\$ 18,466.21	\$ 369.32	\$ 276.99	\$ 36.93
January	\$ 23,082.76	\$ 461.66	\$ 346.24	\$ 46.17
February	\$ 18,466.21	\$ 369.32	\$ 276.99	\$ 36.93
March	\$ 18,466.21	\$ 369.32	\$ 276.99	\$ 36.93
April	\$ 23,082.76	\$ 461.66	\$ 346.24	\$ 46.17
May	\$ 18,466.21	\$ 369.32	\$ 276.99	\$ 36.93
June	\$ 18,466.21	\$ 369.32	\$ 276.99	\$ 36.93
July	\$ 23,082.76	\$ 461.66	\$ 346.24	\$ 46.17
August	\$ 18,466.21	\$ 369.32	\$ 276.99	\$ 36.93
September	\$ 18,466.21	\$ 369.32	\$ 276.99	\$ 36.93

Total Annual Cost \$ 240,060.71 \$ 4,801.21 \$ 3,600.91 \$ 480.12

* As hours of operation are different per month - Enter monthly price for service based on the above quantities.  
See Scope of Services for additional detail.

One-time price for storage unit including installation: \$ 8,500.00

****Fill in only "yellow Highlighted cells"**



## Town of Surfside Bid Form - Beach Furniture Service

Description	Quantity				
Beach chair	50				
Beach umbrella	25				
Beach tables	25				
Beach cart	2				
		Base Operation*	Cost per additional Beach Chair	Cost per additional Umbrella	Cost per additional Table
October		\$ 13,640.00	\$ 180.00	\$ 220.00	\$ 28.00
November		\$ 13,200.00	\$ 180.00	\$ 220.00	\$ 28.00
December		\$ 13,640.00	\$ 180.00	\$ 220.00	\$ 28.00
January		\$ 13,640.00	\$ 180.00	\$ 220.00	\$ 28.00
February		\$ 12,320.00	\$ 180.00	\$ 220.00	\$ 28.00
March		\$ 13,640.00	\$ 180.00	\$ 220.00	\$ 28.00
April		\$ 13,200.00	\$ 180.00	\$ 220.00	\$ 28.00
May		\$ 14,492.50	\$ 180.00	\$ 220.00	\$ 28.00
June		\$ 14,850.00	\$ 180.00	\$ 220.00	\$ 28.00
July		\$ 15,345.00	\$ 180.00	\$ 220.00	\$ 28.00
August		\$ 15,345.00	\$ 180.00	\$ 220.00	\$ 28.00
September		\$ 12,375.00	\$ 180.00	\$ 220.00	\$ 28.00
<b>Total Annual Cost</b>		<b>\$ 165,687.50</b>	<b>\$ 2,160.00</b>	<b>\$ 2,640.00</b>	<b>\$ 336.00</b>

* As hours of operation are different per month - Enter monthly price for service based on the above quantities.  
See Scope of Services for additional detail.

One-time price for storage unit including installation: \$ 5,250.00

****Fill in only "yellow Highlighted cells"**



## MEMORANDUM

ITEM NO. 5D.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Andrew Hyatt, Town Manager

**Date:** November 15, 2022

**Subject:** **Authorization to Expend for Turtle Friendly Solar Bollards along the Hardpack for Maintenance and Safety**

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Town Administration recommends Commission approval to expend \$57,472 for Phase I installation towards the purchase of 40 turtle friendly shielded solar bollards through a purchase agreement with First Light Technologies.

The Town of Surfside has a current beach hardpack that is enjoyed by tourist and residents which is located along the western side of the Town beach dune system. The hardpack is a multi-use unpaved road that is used for emergency vehicle access and outdoor recreational activity. It also provides back of property access to all the properties east of Collins Avenue. During sunset and evening hours, the hardpack is very dark and it is a safety concern. Additionally, Town staff performs weekly hardpack grading during early hours in order to maintain the road from potholes. Having light during these times would assist with maintenance operations.

The Town commission tasked Town Administration to explore what turtle friendly lighting options can be implemented on the hardpack in order to provide lighting during evening hours. Additionally, what permits would be required for the feasibility of the project. As a result, the Town confirmed with the Florida Department of Environmental Protection (FDEP) that the nature of the work is minimal, and it is exempt from permitting per FAC Exemptions from Permit Requirements. Refer to **Exhibit A - "Permitting"** for full justification. Furthermore, the Town is proposing to install a solar bollard product that is a Florida Fish and Wildlife Conversation Commission's Certified Wildlife Lighting which meets the merit of turtle friendly (Wildlife Lighting Certification No. 2018-060).

The proposed solar turtle friendly shielded bollards are manufactured by First Light Technologies and are called the PLB Series. A total of three fixtures were installed behind the community center as part of a pilot program in order to determine the feasibility of the product installation, the battery life of the product and the durability. Based on the pilot outcome, the product is being recommended for larger implementation. Refer to **Exhibit B - "Product Specification"** for product details.

The Town is seeking to implement the turtle friendly shielded solar bollards in two phases with the first phase (phase I) being behind the community center and beach ends. The second phase (phase II) would consist of interconnecting the street ends to create continuous uniformity. The cost breakdown for phase I and phase II are as follows:

- Phase I, 40 turtle friendly shielded solar bollards, \$57,472
- Phase II, 200 turtle friendly shielded solar bollards \$288,364
- Total cost for phase I and II combined with shipping cost savings is \$343,764

Refer to **Exhibit C** - "*Phase I Estimate dated 10172022*", for total cost breakdown of phase I. Refer to **Exhibit D** - "*Phase I & II Estimate dated 10172022*", for total cost breakdown of phase I and phase II combined. The purchase is exempt from competitive procurement and is being made pursuant to Section 3-13(6) of the Town's Code as the product is the only product in the market constructed of marine grade material, that is solar, that is a Wildlife Conversation Commission's Certified Wildlife Lighting, that has a replaceable battery which prolongs the longevity of the fixture (Sole Source). Refer to **Exhibit E** - "*Sole Source Letter*"

As this work is not budgeted, the associated budget amendment will need to be approved concurrently. Town administration will proceed with Phase II installation during Fiscal Year 2024 in concurrence with Dune Beautification Project unless Town Commission directs otherwise.

[Attachment A - "Permitting"](#)

[Attachment B - "Product Specification"](#)

[Attachment C - "Phase I & Phase II Estimate Dated 10172022"](#)

[Resolution Approving Purchase & Expenditure Phase 1 Solar Ballards.DOCX](#)

[Exhibit A - "Phase I Estimate Dated 10172022"](#)

[Exhibit B - "Sole Source Letter"](#)

## Hector Gomez

---

**To:** Bellamy, Derek  
**Cc:** John Nelson  
**Subject:** RE: Town of Surfside / Turtle Friendly Shielded Amber Bollard Lights Installation

Hector,

My apologies for the late follow up. Based on the rule in 62B.004 the lights bollard would be exempt.

### **62B-33.004 Exemptions from Permit Requirements.**

(1) Any structures under construction prior to the establishment of a coastal construction control line (CCCL) in a particular county are exempt from the provisions of section 161.053, F.S., and this rule chapter, except as noted in sections 161.053(8) and (11), F.S.

(c) Minor activities that are not part of a larger project or development, and do not cause a disturbance to any significant or primary dune, do not disturb marked or known marine turtle nests, damage existing native salt-tolerant vegetation, obstruct public access, or damage adjacent properties. Exempt minor activities include:

**4. Mono-post structures including umbrellas, antennas, or light posts provided there is minimal disturbance to the beach and dune system, no damage to vegetation, and the grade is restored.**

Let me know if you have any other questions.

Regards,  
Derek



### **Derek Bellamy**

Engineering Specialist IV  
Coastal Construction Control Line Program  
Office of Resilience and Coastal Protection  
Florida Department Of Environmental Protection  
2600 Blair Stone Road, MS 3522  
Tallahassee, Florida 32399-2400

[Coastal Construction Control Line Program | Florida Department of Environmental Protection](#)

---

**From:** Hector Gomez <[hgomez@townofsurfsidefl.gov](mailto:hgomez@townofsurfsidefl.gov)>  
**Sent:** Monday, October 10, 2022 8:44 AM  
**To:** Bellamy, Derek <[Derek.Bellamy@FloridaDEP.gov](mailto:Derek.Bellamy@FloridaDEP.gov)>  
**Cc:** John Nelson <[jnelson@townofsurfsidefl.gov](mailto:jnelson@townofsurfsidefl.gov)>  
**Subject:** RE: Town of Surfside / Turtle Friendly Shielded Amber Bollard Lights Installation

**EXTERNAL MESSAGE**

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Derek,

Good morning

Happy Monday! – I’m following up on my e-mail below. As a supplemental, the product is an approved FWC turtle friendly bollard fixture. I added the “Certified Bollards” attachment and it is on page 9 and 10. Town is seeking to install the shorter option.

Thanks, and looking forward to hearing from you!

Hector Gomez  
Public Works Director  
Town of Surfside  
C: 786-778-1728

---

**From:** Hector Gomez  
**Sent:** Wednesday, September 21, 2022 4:14 PM  
**To:** 'Bellamy, Derek' <[Derek.Bellamy@FloridaDEP.gov](mailto:Derek.Bellamy@FloridaDEP.gov)>  
**Subject:** Town of Surfside / Turtle Friendly Shielded Amber Bollard Lights Installation

Derek,

Good afternoon

The Town is seeking to install Turtle Friendly Shielded Amber Bollard Lights (Solar powered) along the Town beach path. See attached picture of location and product specification with photometric. Should we proceed to submit a standard CCCL Permit application?

Hope all is well!

Thanks,

Hector Gomez  
Public Works Director  
Town of Surfside  
C: 786-778-1728

NOTE: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.





**SOLAR POWERED LED BOLLARD**

Project: _____

Type: _____

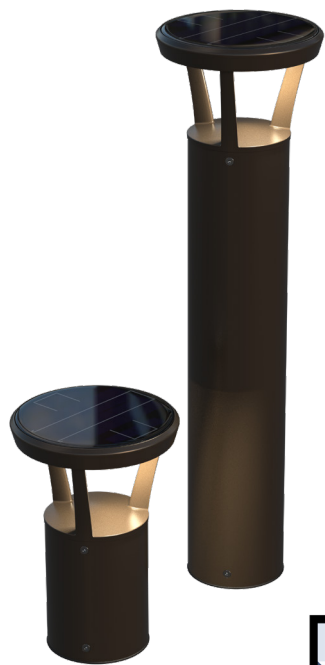
Quantity: _____

The PLB series solar powered LED bollard is ideal for architectural and commercial pathway applications. The stylish, contemporary design combined with high quality construction and unequalled solar powered performance make the PLB series an excellent fit where quality lighting is required.

PLB solar powered bollards are fully self-contained and offer significant advantages over typical wired bollards:

- Low installation, remediation and electrical design costs
- No electricity bills and no scheduled maintenance
- Immune from power outages
- A sustainable choice without recurring carbon emissions

All of our solar powered lights are enabled by our innovative Solar Lighting Controller (SLC). The SLC in each light is “self-learning” and allows the lights to predictively adapt to their surroundings, providing a level of lighting performance and reliability unavailable in other solar lighting products.



**TECHNICAL SPECIFICATIONS**

- Solar Module:**
- High impact, UV resistant encapsulation
  - High-efficiency mono-crystalline cells
  - Integrated into bollard housing
  - Used for day/night detection (no photocell required)

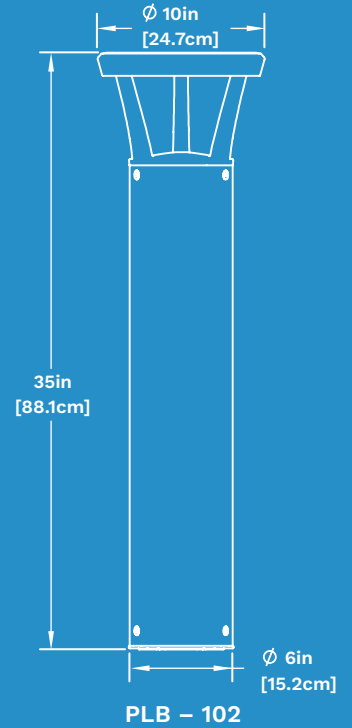
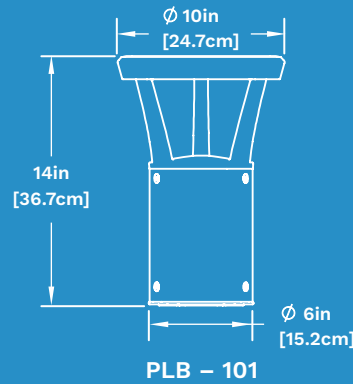
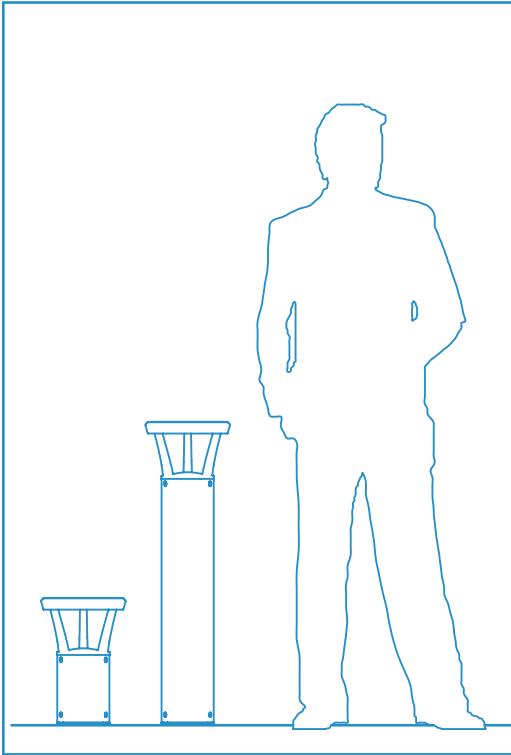
- Solar Lighting Controller (SLC):**
- High efficiency Maximum Power Point Tracking (MPPT) charge controller
  - Micro-controller based technology
  - High-efficiency LED driver
  - Integrated into bollard housing
  - Designed to automatically manage lighting performance based on environmental conditions and lighting requirements

- Battery:**
- High-performance lithium (LiFePO₄)
  - Exceptional 10+ year lifecycle
  - High-temperature tolerance
  - Contained within bollard post
  - Designed for easy battery changes when required
  - Plug-and-play, sealed connector

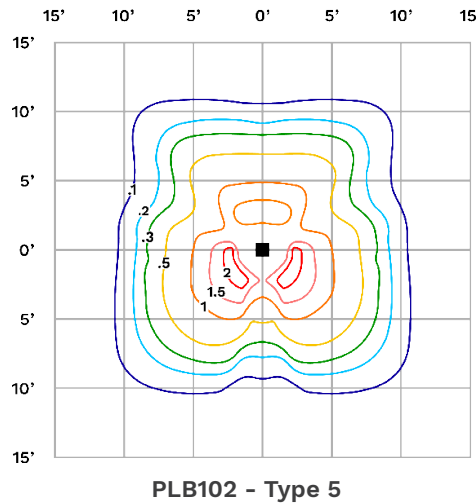
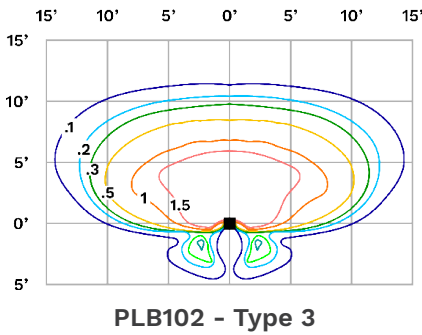
- LEDs and Optics:**
- Greater than 100,000 hour L70 lifetime LED
  - Extra Warm White (2700K), Warm White (3000K), Neutral White (4000K), and Amber (595nm) LEDs available
  - Type 3 and Type 5 full cut-off high efficiency optics
  - IP67 protection
  - Typical lumen output 300 lumens
  - Wildlife-friendly amber option available

- Mechanical Construction:**
- Cast, marine-grade, corrosion resistant aluminum housing
  - Extruded, low copper aluminum post
  - Stainless fasteners with security fastener option
  - High-strength mounting base
  - Architectural grade, super durable, TGIC powder coat
  - Four standard colors with custom colors available

- Factory Set Lighting Profiles:**
- On at dusk, off at dawn
  - On at dusk, turn off after 6 hours
  - On at dusk, dim to 30% after 6 hours, off at dawn
  - On at dusk, off after 5 hours, on 1 hour before dawn, off at dawn
  - On at dusk, dim to 30% after 5 hours, on 1 hour before dawn, off at dawn (default)



### PHOTOMETRICS (IES files available on website)



**Notes:**

- Photometrics based on PLB 102 mounting height
- All light levels in foot candles (fc) with 4000K color temperature and 300 lumen output
- To convert to lux multiply light level by 10.7
- Typical lumen levels based off of Type 5 optic with the default profile using neutral white LEDs
- Contact us for help in choosing the right lighting profile and distribution
- Specifications subject to change without notice

### ORDER MATRIX



Series	Height	Finish	Distribution	LED	Lighting Profile	Options
PLB	101 - 14"	BK - Black	ASM - Type 3	XW - 2700K	00 - On at dusk, off at dawn	SEC - Security Fasteners
	102 - 35"	BZ - Bronze	SYM - Type 5	WW - 3000K	01 - On at dusk, off after 6 hours	PA - Pre-Ship Anchor Bolts
		SV - Silver		NW - 4000K	02 - On at dusk, dim to 30% after 6 hours	BLS - Backlight Shield
		WH - White		AMB - Amber	03 - On at dusk, off after 5 hours, on 1 hour before dawn, off at dawn	
	CC - Custom			04 - On at dusk, dim to 30% after 5 hours, on 1 hour before dawn, off at dawn (default)		



# Better, Simpler Outdoor Lighting

**Town of Surfside**

9293 Harding Avenue  
Surfside, FL 33154  
United States

**Reference: 20221017-110638556**

Quote created: October 17, 2022

Quote expires: November 16, 2022

Quote created by: Hannah Percival

[hpercival@firstlighttechnologies.com](mailto:hpercival@firstlighttechnologies.com)**Hector Gomez**

hgomez@townofsurfsidefl.gov  
786-778-1728

**Comments from Hannah Percival**

**When submitting your purchase order, please use the full order key listed below which includes the lighting profile and any additions:**

(Qty) Part Number

1. (240) PLB-102-BZ-ASM-AMB-04-BLS

**Salesperson:** Hannah Percival**Estimated Lead Time:** 10 weeks (to be confirmed at time of order)**Ship To:** Surfside, FL**Ship Method:** FedEx Freight**Currency:**USD

**Special Shipping Requirements:** Pre-shipped anchor bolts & templates, 24 hour call ahead, residential and liftgate delivery are available on request - additional charges apply.

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
PLB 35" Bronze Type 3 Amber PLB	PLB-102-BZ- ASM-AMB-**	240	\$1,320.00	\$316,800.00
Beachside Shield, Bronze, PLB Series Bollard Shield	43-0165	240	\$65.00	\$15,600.00

### Subtotals

One-time Subtotals \$332,400.00

### Other Fees

Shipping \$11,364.00

**Total \$343,764.00**

### Purchase terms

**Payment:** Net 30

**Incoterms:** EXW

Our quotes are only valid for the project or city referred to above and are valid for 30 days.

### Questions? Contact me

Hannah Percival  
hpercival@firstlighttechnologies.com

First Light Technologies  
3303B Tennyson Ave  
Victoria, BC V8Z 3P5  
CA

**RESOLUTION NO. 2022-_____**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE AND EXPENDITURE OF TURTLE-FRIENDLY SOLAR POWERED BOLLARDS FROM FIRST LIGHT TECHNOLOGIES LTD.; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(6) OF THE TOWN CODE AS EQUIPMENT AVAILABLE FROM A SOLE SOURCE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the “Town”) desires to provide turtle-friendly solar lighting bollards along the beach hardpack to improve safety and maintenance operations; and

**WHEREAS**, the Town Administration is proposing to purchase turtle-friendly solar powered amber LED bollards (the “Solar Bollards”) from First Light Technologies Ltd. (the “Vendor”); and

**WHEREAS**, the Solar Bollards were certified by Florida Fish and Wildlife Conservation (Certification No. 2018-060) for safe installation near turtle nesting beaches; and

**WHEREAS**, the Town Administration desires to install the Solar Bollards in two phases, with Phase 1 consisting of installation of the Solar Bollards in the area behind the Town’s Community Center and street beach ends; and

**WHEREAS**, pursuant to Section 3-13(6) of the Town Code of Ordinances (the “Code”), supplies, equipment or services available from a sole source only may be exempted from competitive bidding requirements; and

**WHEREAS**, the Town received a Quote from the Vendor for Phase 1, attached hereto as Exhibit “A,” for forty (40) Solar Bollards at a cost of \$57,472 and a sole source

letter, attached hereto as Exhibit “B,” which confirms that the Vendor is the sole source manufacturer of the Solar Bollards; and

**WHEREAS**, the Town Commission wishes to approve the Phase 1 purchase for forty (40) Solar Bollards, in accordance with the Quote attached hereto as Exhibit “B;” and authorize the Town Manager to enter into a Purchase Order with the Vendor and/or any agreements as deemed necessary or prudent by the Town Manager and Town Attorney; and

**WHEREAS**, the Town Commission finds that the purchase of the Phase 1 Solar Bollards and this Resolution are in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Purchase and Authorization to Expend for Solar Bollards Approved; Exemption from Competitive Bidding.** The Town Commission hereby approves and authorizes the expenditure for the purchase of the Phase 1 Solar Bollards in an amount not to exceed \$57,472 from the Vendor in accordance with the Quote attached hereto as Exhibit “A.” The Town Commission finds that pursuant to Section 3-13(6) of the Town’s Code, the purchase is exempt from competitive bidding as a sole source provider.

**Section 3. Authorization to Purchase the Solar Bollards.** The Town Manager is hereby authorized to issue a purchase order for the Phase 1 Solar Bollards in accordance with the Quote attached hereto as Exhibit “A.”



**Section 4. Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary action to implement the purchase and/or installation of the Solar Bollards and the purposes of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____  
Second By: _____

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman _____  
Commissioner Marianne Meisheid _____  
Commissioner Nelly Velasquez _____  
Vice Mayor Jeffrey Rose _____  
Mayor Shlomo Danzinger _____

_____  
Shlomo Danzinger, Mayor

**ATTEST:**

_____  
Sandra McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

_____  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney



# Better, Simpler Outdoor Lighting

**Town of Surfside**

9293 Harding Avenue  
Surfside, FL 33154  
United States

**Reference: 20221017-110109645**

Quote created: October 17, 2022  
Quote expires: November 16, 2022  
Quote created by: Hannah Percival

[hpercival@firstlighttechnologies.com](mailto:hpercival@firstlighttechnologies.com)

**Hector Gomez**

[hgomez@townofsurfsidefl.gov](mailto:hgomez@townofsurfsidefl.gov)  
786-778-1728

**Comments from Hannah Percival**

**When submitting your purchase order, please use the full order key listed below which includes the lighting profile and any additions:**

(Qty) Part Number

1. (40) PLB-102-BZ-ASM-AMB-04-BLS

**Salesperson:** Hannah Percival

**Estimated Lead Time:** 6-8 weeks(to be confirmed at time of order)

**Ship To:** Surfside, FL

**Ship Method:** FedEx Freight

**Currency:**USD

**Special Shipping Requirements:** Pre-shipped anchor bolts & templates, 24 hour call ahead, residential and liftgate delivery are available on request - additional charges apply.

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
PLB 35" Bronze Type 3 Amber PLB	PLB-102-BZ- ASM-AMB-**	40	\$1,320.00	\$52,800.00
Beachside Shield, Bronze, PLB Series Bollard Shield	43-0165	40	\$65.00	\$2,600.00
<b>Subtotals</b>				
One-time Subtotals				\$55,400.00
<b>Other Fees</b>				
Shipping				\$2,072.00
			<b>Total</b>	<b>\$57,472.00</b>

### Purchase terms

**Payment:** Net 30

**Incoterms:** EXW

Our quotes are only valid for the project or city referred to above and are valid for 30 days.

### Questions? Contact me

Hannah Percival  
hpercival@firstlighttechnologies.com

First Light Technologies  
3303B Tennyson Ave  
Victoria, BC V8Z 3P5  
CA

October 18.2022

Town of Surfside  
Hector Gomez  
SURFSIDE, FL 33154  
786-778-1728

**Subject: First Light Technologies Solar Powered Amber LED Bollard (PLB-AMB) Sole Source Letter**

Dear Mr. Gomez,

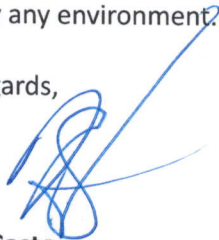
This letter is to provide notification that First Light Technologies Ltd. is the sole source provider of the First Light Technologies, Solar Powered Amber LED Bollard (PLB-AMB) .

Approved by the Florida Fish and Wildlife Conservation Committee (Certification No. 2018-060) for safe installation near turtle nesting beaches, the PLB amber series provides reliable, off-grid light for beach front properties. The true amber LED (with wavelength above 585nm), full cut off distribution with 180 degree backlight shields and low mounting height options help to ensure baby turtles do not become disorientated while migrating to the water. Using the latest solar and LED technology, the PLB amber bollards are fully self-contained, constructed with marine grade corrosion resistant aluminum, and rated to IP67, offering significant benefits over typical solar and wired bollards, especially within sensitive ecosystems. The PLB amber uses a high performance lithium battery with an exceptional 10+ year lifecycle. The battery is contained within the bollard post which allows for easy battery changes when required.

While the PLB-AMB is sold through various distributors and wholesalers throughout the USA and the world, First Light Technologies remains the sole source manufacturer of the PLB-AMB bollard. All orders from representatives, distributors and white label partners, are manufactured by our production teams in Victoria, British Columbia, Canada.

Through our investments in innovation and technology, First Light Technologies is a world leader in the Solar LED park and pathway lighting. Our lighting solutions combine robust construction, aesthetic design and intelligent functionality resulting in reliable, stand alone, solar lighting that can be used in virtually any environment.

Best regards,



**Farrah Costo**

Manager, Customer Experience  
First Light Technologies Ltd.



## MEMORANDUM

ITEM NO. 5E.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Andrew Hyatt, Town Manager

**Date:** November 15, 2022

**Subject:** **Authorization to Select and Award the Construction Contract Pursuant to RFP 2022-05, Construction of 96th Street Park, Based on Evaluation Committee Recommendation**

---

Town Administration is seeking approval from the Town Commission to select a proposer and award a contract for construction pursuant to RFP 2022-05, Construction of 96th Street Park, based on the recommendation of the Evaluation Committee, to Lunacon Engineering Group, Corp. ("Lunacon") with expenditure approval of the maximum guaranteed price of \$7,744,207.

On October 21, 2022, the Town of Surfside received a total of five (5) sealed bids for RFP 2022-05, 96th Street Park Construction. The complete list of submittals and respective pricing can be seen in Attachment A - "Bid Opening Sheet". The evaluation process was a two-step evaluation process. The first evaluation or Phase 1 was based on identifying the most qualified contractor with the second round based on proposers' presentations and pricing.

The following contractors submitted bids:

- Lunacon
- T&G Constructors
- West Construction
- Tadeos Engineering
- John Bell Construction

The first meeting for Phase 1 evaluation was held to shortlist three contractors by determining the most qualified contractors. The shortlisted and most qualified proposers in order were (based on four Evaluation Committee members):

- **West Construction - 388 points**
- **Lunacon - 360 points**
- **T&G Constructors - 356 points**
- John Bell Construction - 313 points
- Tadeos Engineering - 299 points

Evaluation Committee meeting number two, the Phase 2 evaluation, was held with short-listed firms in order to have contractor presentations and a question and answer session with the respective proposers. 20 out of the 100 possible evaluation points per Evaluation Committee member were assigned for these criteria. As part of the Phase 2 evaluation, an objective analysis of each proposer's Price Submittal Schedule was completed based on price which accounted for a maximum of 80 points per proposer. Based on the Evaluation Committee total points tabulation for Phase 2, the following scores were given:

- **Lunacon - 395 points**
- West Construction - 373.8 points
- T&G Constructors - 334.2 points

Based on the above scoring, the RFP 2022-05 Evaluation Committee recommendation is to select the proposal of Lunacon and award the contract for construction of 96th Street Park to Lunacon for a maximum guaranteed price of \$7,744,207. The maximum guaranteed price includes \$103,256.10 in contingency allowance. Any expenditures or increases above the maximum guaranteed price (including the contingency amount) will require Town Commission approval.

[Attachment A - "Bid Opening Sheet"](#)

[Resolution Selecting and Awarding Lunacon Contract for 96th Street Park per RFP 2020-05.DOCX](#)

[Exhibit A - Construction Contract - 96th Street Park Project.PDF](#)



**BID OPENING**  
**OCTOBER 21, 2022 @ 2:00 PM**  
**RFP 2022-05 CONSTRUCTION OF TOWN OF SURFSIDE 96TH STREET PARK**

	<b>Name</b>	<b>Address</b>	<b>Email Address</b>	<b>Telephone Number</b>	<b>Proposed Cost</b>
1	Lunacon	16890 S. Dixie Highway Miami, FI 33157	<a href="mailto:ecriado@lunaconcorp.com">ecriado@lunaconcorp.com</a>	305-345-1328	\$7,744,207
2	T & G Constructors	8348 NW 56 Street Miami, FI 33166	<a href="mailto:wlarreal@t-and-g.com">wlarreal@t-and-g.com</a>	786-201-2572	\$9,109,207.01
3	West Construction	850 N 4th Street Lantana, FI 33462	<a href="mailto:estimating@westconstructioninc.net">estimating@westconstructioninc.net</a>	561-588-2027	\$7,767,709
4	Tadeos Engineering	14030 NW 82 Avenue Miami Lakes, FI 33016	<a href="mailto:luis@tadeosengineering.com">luis@tadeosengineering.com</a>	305-903-8816	\$6,788,419.34
5	John Bell Construction	4000 SW 60th CT Miami, FI 33155	<a href="mailto:oscar@johnbellconstruction.com">oscar@johnbellconstruction.com</a>	786-918-1000	\$7,637,776.92
6					
7					
8					
9					
10					
11					

**RESOLUTION NO. 2022-_____**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING AND AWARDING A CONTRACT FOR CONSTRUCTION TO LUNACON ENGINEERING GROUP, CORP. FOR CONSTRUCTION OF 96TH STREET PARK PURSUANT TO RFP NO. 2022-05; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR CONSTRUCTION; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 14, 2022, the Town of Surfside (the “Town”) issued Request for Proposals (RFP) No. 2022-05 seeking qualified firms for the construction of the Town’s 96th Street Park (the “Project”); and

**WHEREAS**, in response to the RFP, the Town received five (5) sealed proposals; and

**WHEREAS**, during Phase 1 of the evaluation process, the Town’s Evaluation Committee evaluated and shortlisted three (3) proposers after review of each proposer’s (1) technical approach and timeliness towards the Project, (2) qualifications, (3) experience, and (4) past performance on previous similar projects; and

**WHEREAS**, during the Phase 2 evaluation, the Evaluation Committee evaluated the three (3) short-listed firms based on each proposer’s (1) price, (2) client references, and (3) interview/presentation; and

**WHEREAS**, the Evaluation Committee scored Lunacon Engineering Group, Corp. (“Contractor”) as the highest proposer and recommended award of the contract for construction to Contractor; and

**WHEREAS**, based on the Evaluation Committee’s and Town Manager’s recommendation, the Town Commission finds that Contractor’s proposal is in the best

interest of and most advantageous to the Town, and wishes to select the Contractor's proposal and award the Contractor a contract for construction of the Project, in substantially the form attached hereto as Exhibit "A" (the "Contract"), subject to final approval as to form and content by the Town Manager and legal sufficiency by the Town Attorney; and

**WHEREAS**, the Town Commission wishes to authorize the Town Manager to negotiate with the Contractor and execute the Contract, for the maximum guaranteed price of \$7,744,207.00; and

**WHEREAS**, the Town Commission finds that the selection of the Contractor and award of the Contract for the Project to the Contractor and this Resolution are in the best interest and welfare of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Selection of Contractor and Award of Contract.** The Town Commission hereby selects the Contractor's proposal as in the best interests of and most advantageous to the Town and awards the Contractor a Contract for the Project, in substantially the form attached hereto as Exhibit "A."

**Section 3. Authorization to Negotiate and Execute Contract.** The Town Manager is authorized to negotiate terms and conditions and execute a Contract, in substantially the form attached hereto as Exhibit "A," with the Contractor on behalf of the Town and consistent with the proposal of the Contractor for the maximum guaranteed

price of \$7,744,207.00, subject to the approval as to form and legal sufficiency by the Town Manager and Town Attorney.

**Section 4. Implementation.** That the Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Project, the Contract for the Project, and the purposes of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____  
Second By: _____

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman _____  
Commissioner Marianne Meisheid _____  
Commissioner Nelly Velasquez _____  
Vice Mayor Jeffrey Rose _____  
Mayor Shlomo Danzinger _____

_____  
Shlomo Danzinger, Mayor

**ATTEST:**

_____  
Sandra McCreedy, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

_____  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

# DRAFT AIA® Document A102™ - 2017

**Modified Standard Form of Agreement Between Owner and Contractor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of May in the year 2022

BETWEEN the Town/Owner:

Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

and the Contractor:

[TO BE DETERMINED]

for the following Project:

Construction of the Town of Surfside 96th Street Park

The Architect:

SAVINO & MILLER DESIGN STUDIO, P.A.  
12345 NE 6TH AVE, APT A  
NORTH MIAMI, FL 33161

The Consultant:

[TO BE DETERMINED, IF APPLICABLE]

The Town and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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ARTICLE 1 THE CONTRACT DOCUMENTS

§1.1 The Contract Documents consist of this Agreement, Modified General Conditions of the Contract, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents and exhibits listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

§1.2 Any of the Contract Documents not attached hereto but expressly identified in this Agreement are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto.

§1.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. On the Drawings, given dimensions shall take precedence over scaled measurements and large-scale drawings over small-scale drawings. Contractor shall attempt to verify measurements at the Project site, but shall not be responsible for the correctness of such measurements.

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User Notes:

(1668180058)



## ARTICLE 2 THE WORK OF THIS CONTRACT

§2.1 The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### §2.2 RESPONSIBILITY FOR THE CONSTRUCTION OF THE WORK

The Contractor, in full and complete satisfaction of its role as general contractor, hereby accepts responsibility for the completion of the Work as provided by the Contract Documents, and will perform the procurement of materials and equipment required by the Contract Documents, construction coordination, construction, supervision and project management as may be required in order to construct the Work in accordance with the Contract Documents such that the finished Work shall be performed and completed and the Work will be performed in accordance with all required state and local code requirements as are described in the Contract Documents. Notwithstanding, the foregoing shall not be construed to impose any design responsibility on Contractor except where such design responsibility is an existing contractual requirement of the Contractor pursuant to Florida law in performance of the Work or the Contract Documents.

§2.3 The Contractor shall schedule and attend regular meetings with the Town and Architect as required for the timely and proper completion of the Project, but in no event less than weekly (once every week). The following people shall attend the meeting on behalf of Contractor: Project Executive and General Superintendent.

§2.4 The Contractor hereby represents and warrants to the Town that the Contractor has and will continue, to the extent appropriate during the Project: (1) to evaluate the scope, schedule and budget established by the Town, for the Project in order, among other things, (a) to assess the quality and soundness of such program, schedule and budget, (b) to identify and evaluate alternatives to the Town's schedule so as to reduce the time required for construction, (c) to evaluate and recommend alternative materials and systems and methods of achieving the Town's program schedule and cost requirements or other design parameters, and (2) as and when requested by the Town and the Architect and the Town's consultants to discuss and review the cost, scope and schedule any suggested revisions to same.

§2.5 The Contractor hereby represents and warrants to the Town that (a) the Contractor (as a construction professional and not as a design professional) has carefully reviewed and shall continue to review the Drawings (including all notes and specifications contained in the Drawings), designs and other Contract Documents, (b) the responsibilities of the Contractor are properly identified and assigned therein, and (c) the Contractor will timely bring to the attention of Town (via written notification) if it discovers that the Drawing (including all notes and specifications contained in the Drawings) contain any errors, omissions, inconsistencies, or areas of conflict or overlap in the Work to be performed by the Contractor, with sufficient advanced notice so as not to delay the progress of the Work.

§2.6 The Contractor shall coordinate and integrate the activities of the Architect, Contractor, Town, and other persons or entities participating in the construction of the Project.

§2.7 The Contractor hereby represents and warrants that the Contractor has particular expertise and experience in the construction of projects similar to the Project and in the performance of the Work and other services required hereunder.

### §2.8 No recovery for changed market conditions.

In entering into the Contract, the Contractor represents and warrants that it has considered all impacts and potential impacts associated with the following: (1) COVID-19 and the worldwide pandemic ("COVID-19"); and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor further represents and warrants that in entering into this Contract, it has accounted for any and all labor or material shortages, delivery lead time, or price increases that may be caused by local and or national conditions, including but not limited to COVID-19 impacts and the Ukraine Military Conflict impacts. Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into

account these COVID-19 impacts and the Ukraine Military Conflict impacts, and has included all of those factors in the Construction Schedule and Contract Sum.

Contractor will not seek any price increases or time extensions relating to or arising from any COVID-19 impacts or Ukraine Military Conflict impacts.

The Town shall not be required to make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Article.

For purposes hereof "Force Majeure" shall mean only a delay caused by or resulting from acts of God, fire, flood, restrictions or delays by any governmental or utility authority (including, but not limited to, interruption of or unavailability of electric, water, sewer or other utility service, and construction or development moratoria), and such other actions or matters as are beyond Town's control occurring on or affecting the Property or otherwise directly impacting the Property or its development. As COVID 19 and the Ukraine Military Conflict are known as of the time of execution of this Agreement, neither COVID-19 nor the Ukraine Military Conflict shall be considered a Force Majeure and all impacts to pricing and time of performance of work associated with COVID-19 and the Ukraine Military Conflict have been factored into the Contract Sum and the Construction Schedule.

### ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Town to cooperate with the Architect. Further, Contractor acknowledges it shall undertake its obligations to Town in performing the Work and utilizing the Contractor's best efforts, skill and judgment in furthering the Work and the interests of the Project and Town as required by the Contract Documents; to furnish efficient business administration and supervision; to furnish at all times a sufficient supply of workers and skilled personnel, materials and equipment to perform its obligations herein; and to perform the Work in an expeditious and economical manner consistent with the Project's and Town's best interests. The Town agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

### ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§4.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Town (the "Commencement Date").
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

§4.2 The Contract Time shall be measured from the Commencement Date.

#### §4.3 Substantial Completion

§4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work not later than **TWO HUNDRED SEVENTY-FIVE (275) DAYS** from the date of commencement of the Work.

§4.3.2 Substantial Completion shall be as defined in § 9.8 of the AIA Document A201™–2017, Modified General Conditions. The Contractor shall achieve Final Completion of the entire Work no later than ninety (90) days after Substantial Completion; provided, however, that if Final Completion is delayed for reasons that are beyond the control of the Contractor and those for whom the Contractor is responsible, the Contractor may request, before expiration of

such ninety (90) day period, additional time (but not an increase in the Contract Sum) to achieve Final Completion, in which event the Town shall not unreasonably deny Contractor's request for such additional time.

§4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.5 below.

#### ARTICLE 5 CONTRACT SUM

§5.1 The Town shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee as set forth below.

§5.1.1 The Contractor's Fee:

The Contractor's Fee for the proper performance of the Work shall be [REDACTED]. Contractor agrees and represents that the level of staffing, administrative resources, and other conditions of General Conditions shall be sufficient to the Project throughout completion of the Work.

§5.1.2 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: As described in Article 6 below.

§5.1.3 Rental rates for Contractor-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§5.1.4 Unit prices, if any, shall be in accordance with the Surfside Park – Price Submittal Schedule of Values Exhibit. Additional unit prices, if any, shall be as follows:

Item	Units and Limitations	Price Per Unit (\$0.00)
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§5.1.5 Liquidated damages.

§5.1.5.1 The parties agree that time is of the essence in all phases of the Work under this Agreement.

§5.1.5.2 Contractor shall achieve Substantial Completion of the Work as set forth in Section 9.8. of the AIA A201 Modified General Conditions, subject to any authorized extensions of time as recognized in properly executed change orders in accordance with the Agreement. In the event the Work is not completed within such number of days and has not been extended by a properly executed change order, if such delay is caused by Contractor or any party for which Contractor is responsible, the Town shall be entitled to collect liquidated damages from Contractor. Contractor and Town agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the sum of One Thousand Five Hundred Dollars (\$1,500.00) shall be assessed for each calendar day of delay in reaching Substantial Completion of the Work. It is hereby agreed that the amounts of the per diem assessment are not a penalty and not excessive in light of the circumstances known to the parties at the time this Contract is executed.

§5.1.5.3 Contractor shall achieve Final Completion of the Work as set forth in this Agreement. In the event Final Completion of the Work is not achieved within the number of days and as set forth in this Agreement, and the time for Final Completion has not been extended by a properly executed change order, and if such delay is caused by Contractor, the Town shall be entitled to collect liquidated damages from Contractor. Contractor and Town agree that because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay, and the difficulty of determining these damages, the following sums shall be assessed for each calendar day of delay Contractor fails to reach Final Completion of the Work after Substantial Completion of the Work a sum of One Thousand Dollars (\$1,000.00) per day. It is hereby agreed that the amount of the per diem assessment is not a penalty and not excessive in light of the circumstances known to the parties at the time the Contract is executed.

§5.1.5.4 The above liquidated damages provision shall not effect Town's right to terminate this Agreement as provided in this Agreement nor shall it limit any of the other remedies as provided in the Contract Documents. The

Town's exercise of its right to terminate this Agreement shall not release Town's claim for liquidated damages in the amount set forth herein or Contractor's defenses thereto.

§5.1.5.5 Assessments of liquidated damages shall be immediately due and payable to the Town or, at the Town's option may be deducted from payments that may be due and owing to Contractor.

§5.1.5.6 Any Subcontract Agreements providing for Liquidated Damages at a per diem amount lower than the per diem amount set forth in this Agreement is subject to Town's prior written approval.

**§5.2 Guaranteed Maximum Price**

§5.2.1 The Contract Sum (including Contractor's Fee) is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Town.

§5.2.2 It is the intent and understanding of Contractor in providing a GMP for this Work, that the Contract Documents provide for the construction of the Work by the Contractor, including all devices, fasteners, materials or other work not shown in the Drawings but which are reasonably inferable therefrom and any and all incidental accessories necessary to complete the Work (even if not specified in the description of the Work, but necessary for proper installation and operation (not arising from a design deficiency in the design criteria of the equipment) of the Work as required by the Contract Documents), all of which shall be included as part of the Cost of the Work. The expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Work and exercising the care, skill and diligence of the Contractor by the Contract Documents. Notwithstanding, the foregoing shall not be construed to impose any design responsibility on Contractor except where such design responsibility is contractually required or an existing requirement of Florida law in the performance of the Work or the Contract Documents.

§5.2.3 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, Contractor shall include in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom as necessary to produce the indicated results (not arising from a design deficiency in the design criteria). Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order. Contractor will construct the Project in strict accordance with the Contract Documents.

**§5.2.2 Alternates**

§5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Town following execution of this Agreement. Upon acceptance, the Town shall issue a Modification to this Agreement.

Item	Price	Conditions for Acceptance

§5.2.3 Allowances, if any, which are included in the Guaranteed Maximum Price are identified on **Exhibit _____**, attached hereto. Once an allowance item is fully purchased by Contractor, including all associated Subcontractor Work, and approved by Town as set forth in the Contract Documents, the price will be included within the GMP and the former allowance Work will then be removed from the Allowance list. Change Orders concluding the full Allowance scope in this Agreement shall recite that the affected Allowance is closed as an Allowance and included in the GMP.

§5.2.4 The Town shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Town shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Town and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

### §5.3 SUBCONTRACTOR BUYOUT / VALUE ENGINEERING

§5.3.1 Contractor shall work with the Town to negotiate the most complete and economical deals with the Subcontractors that have not been “bought out” as of the date of this Agreement in order to establish and or achieve the GMP.

§5.3.2 In addition, in order to control costs, the Contractor shall submit to the Town, for the Town’s review for any unbought scope of Work , (i) a bid analysis and list of proposed Subcontractors for the performance of the several portions of the Work, (ii) the scope of Work to be performed under each respective subcontract, (iii) a detailed estimate of the Cost of the Work based on such bids, (iv) a list of alternate selections of persons or entities for each proposed Subcontractor and their respective bids, along with a list of the differences between the alternate bids and those set forth in the bid analysis, and (v) the instructions, clarifications, written responses, and other information given to or submitted by the bidders. The Contractor shall consult with the Town before awarding the subcontract and shall provide the Town with a copy of each proposed subcontract for the Town’s review. The Contractor shall provide the Town with a complete copy of each executed subcontract.

§5.3.3 Until the Subcontractor Buyout is complete, Contractor shall provide Town with written ongoing budget updates on a weekly basis or as requested by Town.

§5.3.4 Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Town and the Architect with the goal of finding acceptable means for reducing the Cost of the Work. Upon acceptance by Town of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Town.

§5.4 Contractor represents to Town that Contractor has compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractors, but not as a design professional to carry out the Work have been disclosed to the Town to the extent the Contractor has become aware of the same during its review of the Drawings or Contract Documents prior to execution of this Agreement, and therefore Contractor warrants that 1) the GMP includes, without limitation, the cost of correcting all conflicts, discrepancies, errors, or omissions which Contractor identified; 2) that Contractor’s review and comparison of all drawings has been taken into consideration the Project can be constructed in accordance with the Contract Documents and therefore the Contractor represents that the GMP represents the total cost of the Work; 3) that Contractor can complete the Project in the time set forth in the Agreement and the approved Project Schedule; and 4) that Contractor has considered all customary issues that could impact price and time, including the inefficiencies pertaining to the COVID-19 pandemic as well as the Ukrainian Military Conflict.

§5.5 Schedule of Values: The Contractor shall provide to Town, for Town’s written approval, a written Schedule of Values with supporting Subcontractor bids and scope of work used to establish each line item in the GMP, which Schedule of Values shall be used for all payment applications going forward.

## ARTICLE 6 CHANGES IN THE WORK

§6.1 Adjustments to the GMP on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, Modified General Conditions of the Contract for Construction.

§6.2 Adjustments to subcontracts shall either be fixed price, unit price or T&M, as agreed to by Town and Contractor.



§6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017, Modified General Conditions, shall mean the Cost of the Work as defined in Article 7 of this Agreement.

## ARTICLE 7 COSTS TO BE REIMBURSED

§7.1 The Cost of the Work shall include the items listed below, unless specifically stated to be excluded.

§7.1.1 The term the Cost of the Work shall mean costs reasonably incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§7.1.2 Where, pursuant to the Contract Documents, a cost is subject to the Town’s prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior written approval of the Town.

§7.1.4 The Contractor shall use reasonable efforts to provide a minimum of three (3) bids/proposals for all Work included in Cost of the Work for the Town’s review and consideration, prior to the Contractor procuring the Work for same. The Contractor shall consult with the Town before awarding the subcontract and shall provide the Town with a copy of each Subcontractor bid and proposed subcontract for the Town’s review. The recommendation of the bids, proposals, and Subcontractors for the Work included in the Cost of the Work shall be made solely by the Contractor, with the Town promptly and timely providing final approval of the Contractor’s recommendations in accordance with this Agreement. The Contractor shall provide the Town with a complete copy of each executed subcontract agreement.

### §7.2 Labor Costs

§7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Town’s prior approval, at off-site workshops.

§7.2.2 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are included in the Cost of the Work.

### §7.3 Subcontract Costs

§7.3.1 Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. The subcontract agreements shall provide that Ten Percent (10%) as retention shall be withheld for all payments due Subcontractors.

§7.3.2 Timely and valid claims made by Subcontractors to Contractor may only be considered legitimate Subcontractor costs under this Article 7 to the extent that the entitlement and quantum of each Subcontractor claim have been researched and validated as to amount and that the claim is consistent with this Agreement, the cost are reimbursable pursuant to the Agreement, and the Contractor concurs in writing with the Subcontractor’s position based upon the Subcontractor’s documented representations.

### §7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction. Town must approve all advance payments for Subcontractors deposits and advances for Work deemed “long lead items,” or “special order items” or other selected items pertaining to the Work.

§7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Town’s property at the completion



of the Work or, at the Town's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Town as a deduction from the Cost of the Work.

**§7.4.3** Costs of replacement material but only where replacement material is necessitated by causes other than the negligence of Contractor or its Subcontractors or Suppliers.

**§7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

**§7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall not be rented at rates in excess of locally prevailing rates. The total rental cost of any Contractor-owned item may not exceed eighty percent (80%) of the value of the equipment.

**§7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§7.5.4** Costs of materials and equipment suitably stored off the site at a mutually acceptable bonded location, subject to the Town's prior written approval.

**§7.6 Miscellaneous Costs**

**§7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Town's prior approval.

**§7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Town's prior approval.

**§7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

**§7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

**§7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017, Modified General Conditions, or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Town's consent. However, such costs of legal defenses, judgments, and settlements shall not be included in the calculation of the Contractor's Fee or subject to the

GMP. If such royalties, fees and costs are excluded by the last sentence of § 3.17 of AIA Document A201™–2017, Modified General Conditions or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§7.6.6 Costs for electronic equipment, and software, directly related to the Work and located at the site, with the Town’s prior written approval.

#### §7.7 Other Costs and Emergencies

§7.7.1 Other costs incurred in the performance of the Work, if and to the extent that it is approved in advance in writing by the Town.

§7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, Modified General Conditions. This provision (§ 7.7.2) is not applicable to expenses and costs related to Hurricane preparation, which costs and expenses are specifically addressed in § 15.13 below.

§7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill an express responsibility of the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

#### §7.8 Related Party Transactions

§7.8.1 For purposes of § 7.8, the term “related party” shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Contractor. The term “related party” includes any member of the immediate family of any person identified above.

§7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Town of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Town, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Town fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

### ARTICLE 8 COSTS NOT TO BE REIMBURSED

§8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor’s personnel stationed at the Contractor’s principal office or offices other than the site office, except as may be specifically provided in section 7.2 shall not be separately reimbursable;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Town has provided prior written approval;
- .3 Expenses of the Contractor’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work;
- .6 The Costs of the Work shall not include costs due to the fault or negligence of the Contractor, its Subcontractors, or any other person or entity employed by the Contractor or Subcontractors, or under contract with them or performing work on the Project on behalf of them or under their supervision, or for whose acts the Contractor or its Subcontractors may be liable, including, but not limited to the costs of correcting damaged, defective or non-conforming work, disposal and replacement of materials and

equipment incorrectly ordered or supplied, and repairing damage to property not forming party of the Work. The Contractor specifically agrees that it shall receive no compensation, and the Cost of Work shall not include, any costs incurred by the Contractor in repairing or correcting, or supervising the correction or repair of, defective or non-conforming Work performed or supplied by any Subcontractor, material supplier, or any other person or entity employed by the Contractor, under contract with the Contractor, or performing Work on the Project on behalf of or under the supervision of the Contractor or Contractor's personnel and that the Contractor's sole remedy with respect to the recovery of such costs shall be whatever remedies are contained in the Contractor's subcontract agreements with its Subcontractors, suppliers and other persons or entities providing Work on the Project;

- .7 Costs for Subcontractor bonds;
- .8 Any cost not specifically and expressly described in Article 7; and
- .9 Costs, other than costs included in Change Orders approved by the Town or Construction Change Directives that would cause the GMP to be exceeded.

## ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§9.1 Contractor shall endeavor to obtain cash discounts for the benefit of the Town. Cash discounts obtained on payments made by the Contractor shall accrue to the Contractor, unless the Town has provided a cash advance in exchange for the discount, in which case it shall accrue to the Town. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Town, and the Contractor shall make provisions so that they can be obtained.

§9.2 Amounts that accrue to the Town in accordance with the provisions of Section 9.1 shall be credited to the Town as a deduction from the Cost of the Work.

## ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Town may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Town with an indication as to which bids the Contractor intends to accept. The Town then has the right within fourteen (14) business days to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Town, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection. It is mutually understood that a "list" may not be complete and the Town and Architect may have to review individual subcontractors on a case by case basis.

§10.2 Unless otherwise stated in the Contract Documents: (a) the Town's Representative shall be permitted to attend and/or participate in all negotiations, including any final meeting, with those Subcontractors selected by the Contractor to bid on portions of the Work, unless otherwise agreed in writing by Town's Representative on a case by case basis. Contractor shall keep the Town and/or Town's Representative advised of the date and time of all such meetings with Subcontractors to facilitate attendance by the Town's Representative; and (b) the Contractor either prior to (if and to the extent reasonably possible) or as soon as practicable after award of this Agreement, shall furnish in writing to the Town and the Town's Representative: (i) the name, address and telephone numbers, trade, and subcontract amount for each recommended Subcontractor; (ii) the Scope of the Work to be performed by such Subcontractor; (iii) the names of all persons or entities proposed as manufacturers of the products identified in the Contract Documents (including those who are to furnish materials or equipment fabricated to a special design); (iv) where applicable, the name of the installing Subcontractor; and (v) the proposed subcontract agreement for each Subcontractor. The Town may reply within seven (7) days to the Contractor in writing stating (1) whether the Town or the Town's Representative has reasonable objection to any such proposed person or entity and/or the Scope of the Work to be performed by such Subcontractor, or (2) that the Town's Representative requires additional time for review.

§10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Town's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Town to receive the same audit rights with regard to the Subcontractor as the Town receives with regard to the Contractor in Article 11.

§10.4 The Contractor agrees to include provisions in any of its subcontracts involving allowance items, cost plus or unit price deals, a provision allowing Town to audit quantities and units and to verify that any billings were properly made for this Work.

## ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Town. The Town and the Town's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of four (4) years after Final Payment, or for such longer period as may be required by law. Such right of access may be exercised at any time during the performance of the Work, after Final Completion, and, if the Contract is terminated for default or convenience, at such time after termination. This Section is applicable to all Change Orders or Claims by or against the Contractor and or a Subcontractor of any tier whether or not they affect the GMP. To the extent Contractor is able, Contractor agrees to include the provisions of this Section in all its contracts and all tier subcontracts with regard to any audits of payments received by the Contractor to verify that such payments were made and that such payments were made for the use required by the Project. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing audit agency. The Contractor agrees to the disclosure of all information and reports resulting from access to records under this Section to the Town. If the Town audits the Contractor's books and records and discovers actual costs or an error in the Contractor's favor by more than one percent (1%) of the Cost of the Work to date, the Contractor shall reimburse the Town for the cost of such audit and the Contractor shall promptly refund the amount overpaid to the Town.

## ARTICLE 12 PAYMENTS

### §12.1 Progress Payments

§12.1.1 Based upon Applications for Payment submitted to the Town and Architect by the Contractor, and Certificates for Payment issued by the Architect, the Town shall make progress payments to the Contractor on account of the Contract Sum, as provided below. The Schedule of Values /Budget shall be the Schedule of Values initially submitted by Contractor and approved by Town in writing, unless modified by Change Order. Each Application for Payment submitted by the Contractor shall be accompanied by substantiating data and lien waivers as provided in the Modified AIA A201 General Conditions to this Agreement.

§12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§12.1.3 Provided that an Application for Payment is received by the Town and Architect not later than the last day of a month, the Town shall make payment of the amount certified to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Town not later than twenty-five (25) days after the Architect receives the Application for Payment.

§12.1.4 With each Application for Payment, the Contractor shall submit payrolls hours (subject to fixed labor rates), petty cash accounts, receipted invoices or invoices, and any other reasonable evidence required by the Town or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present

Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee. In addition, as a further condition to payment of each progress payment, Contractor shall submit to Town and/or Town's Representative: (i) a sworn and certified Progress Payment Affidavit, which recites that all laborers, material suppliers and Subcontractors dealing with the Contractor have been paid in full through the date of the prior application for payment which has been received by Contractor from Town, with the exception of disputed payments; (ii) a partial release of lien conditioned upon payment from Contractor for the current Application for Payment, (iii) partial releases of lien from all lienors providing Work on the applicable Application for Payment through the date of the last payment made, (iv) partial releases of lien conditioned only upon payment from all lienors providing Work on the applicable Application for Payment, through the date of the current Application for Payment, (v) any evidence of payment of any indebtedness incurred with respect to the Work of Contractor, as may be required by the Town's Representative and or Architect and such other evidence that Town's Representative and or Architect may reasonably require substantiating that all Work which is the subject of each such Application for Payment has been performed, and (vi) where required by any manufacturers for extended warranties, inspection certificates or other acceptable documentation confirming the acceptable completion of any and all required inspections for the Work performed for which payment is being made.

§12.1.5 Each Application for Payment shall be based on the Schedule of Values approved by Town unless subsequently amended by Change Order in accordance with the Contract Documents. If the Schedule of Values is subsequently amended by Change Order in accordance with the Contract Documents, the each subsequent Application for Payment shall be based on the Amended Schedule of Values. The Schedule of Values shall allocate the entire GMP among the various portions of the Work. As individual subcontracts are executed, the actual subcontract value will be identified separately in the Schedule of Values in place of any estimates that made up the original GMP, with any remaining portion of the line item carried in the same scope of Work, to complete the Work in any particular division, as long as the GMP is not increased. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Town, Town's Representative, or Architect may require. This Schedule of Values and each update approved by the Town and/or Town's Representative shall be used as a basis for reviewing the Contractor's Applications for Payment.

§12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Town or Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

§12.1.7 In accordance with AIA Document A201-2017, Modified General Conditions, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Town, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Town;



- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to the Contract Documents.

§12.2.7.3 In taking action on the Contractor’s Application For Payment, the Architect and the Town shall be entitled to reply on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Town and/or Architect has made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 12.2.4 or other supporting data; that the Architect or the Town has made exhaustive or continuous on-site inspections; or that the Town and/or Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by Town, will be performed by the Town’s auditors acting in the sole interest of the Town.

**§12.1.8 Retainage**

§12.1.8.1 For each progress payment made prior to Substantial Completion of the Work as defined in the Contract Documents, determined and certified by Architect and or Town, the Town may withhold the following amount, as retainage, from the payment otherwise due:

Ten Percent (10%) of all payments until the Work reaches Final Completion as defined in the Contract Documents and determined and certified by Architect and or Town. Contractor shall include a similar retainage provision pertaining to its subcontractors and suppliers.

§12.1.8.1.1 The following items are not subject to retainage:

NA

§12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

NA

§12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

NA

§12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Town shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§12.1.10 Except with the Town’s prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§12.1.11 The Town and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.



§12.1.12 In taking action on the Contractor's Applications for Payment the Town, Town's Representative, and/or Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and shall not be deemed to represent that (1) the Town, Town's Representative, and/or Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Town, Town's Representative, and/or Architect have made exhaustive or continuous on-site inspections; or (3) that the Town, Town's Representative, and/or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Town, will be performed by the Town's auditors acting in the sole interest of the Town. The Contractor shall make its records available at reasonable times and places for the Town's audit.

§12.1.11 In the event of any default by the Contractor under the Contract Documents for which the Contractor has not cured or commenced to cure, the Town may withhold any payment or part of any payment in the amount of the costs and damages incurred by Town to correct, remedy and/or mitigate any Contractor defaults or the amount costs of damages, including Liquidated Damages (provided the Contract Time has expired), reasonably estimated to be incurred to correct, remedy and/or mitigate any Contractor defaults including, but not limited to: (1) defective Work not remedied; (2) claims or liens filed, unless bonded off; (3) failure of the Contractor to make payments in accordance with the terms of this Agreement and the subcontract agreements for properly performed Work by the Subcontractors or for labor, materials, or equipment; (4) failure to provide waivers of lien for all lienors giving notices unless Contractor and/or subcontractor as for lower tiers have a good faith dispute that prevents securing a waiver of lien; (5) damage to the Town's property caused by Contractor, its Subcontractors or anyone working for Contractor, or to the real or personal property of any unit owners or tenants that is not corrected at the time of issuance of a Change Order, notwithstanding insurance coverage as required by the Contract Documents; (6) failure of the Work to progress satisfactorily or according to schedule; and (7) failure to carry out the Work in accordance with the Contract Documents.

## §12.2 Final Payment

§12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Town to the Contractor when:

- .1 the Contractor has fully complied with and performed all of its obligations and/or responsibilities under the Contract Documents, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, Modified General Conditions, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 all punch list Work has been completed in accordance with the Contract Documents;
- .3 Contractor has obtained all applicable approvals from all governmental and other authorities having jurisdiction over the Work, unless such approvals are being withheld due to causes which are not within the Contractor's responsibility under the Contract Documents;
- .4 Contractor has complied with all other express requirements of the Contract Documents;
- .5 Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- .6 Contractor has submitted a certificate of insurance evidencing that the insurance required by the Contract Documents will remain in force after Final Payment, and will continue through the remaining duration of the Project, and thereafter as required by the Contract Documents;
- .7 a final Certificate for Payment has been issued by the Architect and or Town in accordance with § 12.2.2.2 below;

- .8 final lien waivers have been provided by the Contractor and all Subcontractors and material suppliers, conditioned only upon receipt of payments to be made out of the final payment;
- .9 a final affidavit has been delivered to the Town meeting the requirements of Florida Statute 713.06;
- .10 a consent of surety has been delivered to the Town consenting to Town's release of final payment;
- .11 Contractor has submitted a set of final red-line drawings in electronic format for the Project;
- .12 Contractor has provided training to Town's staff on the proper operation, use and maintenance of all equipment and systems for the Project (to the satisfaction of Town);
- .13 Contractor has delivered to Town all warranties, extended warranties and operating manuals for all equipment and components of the Project; and
- .14 all other requirements in § 9.10 of AIA Document A201™-2017, Modified General Conditions have been satisfied.

§12.2.2 Within thirty (30) days of the Town's receipt of the Contractor's final accounting for the Cost of the Work, the Town may conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit. Said audit shall be completed within ninety (90) days from submission of Contractor's final accounting.

§12.2.2.1 If the Town conducts an audit of the Cost of the Work, the Town shall, within ten (10) days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§12.2.2.2 Within seven (7) days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Town will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Town a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Town in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017, Modified General Conditions. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201-2017, Modified General Conditions. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§12.2.2.3 If the Town's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017, Modified General Conditions. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Town's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Town shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§12.2.3 The Town's final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Architect's final Certificate for Payment and Contractor's strict and full compliance with all conditions precedence to final payment contained throughout the Contract Documents.

§12.2.4 If, subsequent to final payment, and at the Town's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Town shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP.

§12.2.5 The making of progress payments or final payment shall not constitute or be deemed to be a waiver by the Town of any claims which the Town may have against the Contractor under the provisions of this Agreement or otherwise: and provided, further, that the making of the final payment shall not be deemed a waiver by the Town of

any claims which the Town may have against the Contractor for latent defects or any other defect or an incomplete item which is not readily apparent at the time such final payment is made; and provided further, that the making of final payment shall not be deemed a waiver by the Town of any obligation of the Contractor under the provisions of the Contract Documents or otherwise to repair or correct any Work or materials that prove defective as a result of faulty materials, equipment or workmanship.

§12.2.6 Acceptance of final payment by the Contractor, a Subcontractor or material or equipment supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment or as provided in this Agreement.

## ARTICLE 13 DISPUTE RESOLUTION

### §13.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to § 15.2 of AIA Document A201™-2017, Modified General Conditions.

### §13.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by mediation pursuant to § 15.3 of AIA Document A201™-2017, Modified General Conditions, the method of binding dispute resolution shall be subject to and decided by litigation exclusively in the state courts of Miami-Dade County, Florida. Contractor and Town consent to the exclusive venue of the state courts of Miami-Dade County, Florida.

### §13.3 WAIVER OF TRIAL BY JURY

**IN THE EVENT OF LITIGATION, CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, OR IN CONNECTION WITH THE WORK OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ANY ACTIONS OR INACTIONS OF EITHER PARTY.**

## ARTICLE 14 TERMINATION OR SUSPENSION

§14.1 The Contract may be terminated or suspended as provided in Article 14 of AIA Document A201™-2017, Modified General Conditions.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

§15.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017, Modified General Conditions, or another Contract Document, the reference refers to that provision as modified or supplemented by other provisions of the Contract Documents.

§15.2 The Town's representative:

**[TO BE DETERMINED]**

§15.3 The Contractor's representative:

**[INSERT]**

§15.4 Unless otherwise provided in the Contract Documents, the Contractor's representative shall not be changed without ten (10) days' prior notice to the Town.

§15.5 The Contractor represents and warrants the following to the Town (in addition to any other representations and warranties contained in this Agreement and/or the Contract Documents), as a material inducement to the Town to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- .1 The Contractor is financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- .2 The Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 The Contractor is authorized to do business in the State of Florida and is properly licensed by all necessary governmental and public authorities having jurisdiction over the Contractor and over the Work and the Project;
- .4 The Contractor's execution of this Agreement and performance thereof is within the Contractor's duly authorized powers;
- .5 The Contractor's duly authorized representative has visited the site of the Project, is familiar with the local conditions under which the Work is to be performed, and has correlated its observations with the requirements of the Contract Documents; and
- .6 The Contractor is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of the Work and will perform the Work with the care, skill, and diligence of such a duly licensed Florida General Contractor.

#### §15.6 MODIFICATION

No change or modification of this Agreement shall be valid unless in writing and signed by Town and the duly authorized representative of Contractor. No waiver of any of the provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

#### §15.7 SEVERABILITY AND WAIVER

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

#### §15.8 ATTORNEY'S FEES

In the event that any litigation arises out of or under this Agreement, then the prevailing party in such litigation shall be entitled to recover the cost of such action including reasonable attorneys' fees and paralegal fees for all trial and appellate levels. In any suit, action, or other proceeding, including bankruptcy, arising out of or in any manner relating to the Contract Documents, including without limitation, (i) the enforcement or interpretation of a party's rights or obligations under the Contract Documents (whether in contract, tort, or both), or (ii) the declaration of any rights or obligations under the Contract Documents, the successful or prevailing party, as determined by the court, shall be entitled to recover from the losing party, as determined by the court, reasonable attorneys' fees, paralegal fees, and disbursements (including disbursements which would not otherwise be taxable as cost in the proceeding) and expert witness fees. All references in the Contract Documents to attorneys' fees shall be deemed to include all attorney and paralegal fees as well as through all post-judgment and appellate levels and in connection with collection, and bankruptcy proceedings.

§15.8.1 In addition to the above, the prevailing party shall be entitled to recover from the non-prevailing party, all litigation costs associated with discovery, processing, management, hosting, and production of Electronically Stored Information ("ESI").

#### §15.9 INSURANCE AND BONDS

§15.9.1 The Contractor shall purchase and maintain insurance as set forth in Article 11 of the AIA Document A201™–2017, Modified General Conditions and in the Exhibits to this Agreement and elsewhere in the Contract Documents.

§15.9.2 The Contractor shall provide all requisite payment and performance bonds as set forth in Article 11 of the AIA Document A201™–2017, Modified General Conditions and in the Exhibits to this Agreement and elsewhere in the Contract Documents.

**§15.10 HURRICANE AND TROPICAL STORM PREPARATION**

§15.10.1 Contractor acknowledges that its Work is being performed in South Florida and that the area is prone to Hurricanes and Tropical Storms. Contractor represents that it has anticipated Hurricanes and Tropical Storms and included in its schedule, time impacts associated with Hurricanes and Tropical Storms preparation and agrees not to seek additional time from Town for time impacts associated with Hurricanes and Tropical Storms for preparation. Any delays associated with Tropical Storms and Hurricanes shall be an Excusable, non-compensable Delay, unless covered by Builder’s Risk insurance.

**ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS**

§16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Modified Standard Form of Agreement Between Town and Contractor
- .2 AIA Document A201™–2017, Modified General Conditions of the Contract for Construction
- .3 Drawings
  - a. Civil Design Development Plans
  - b. Architectural Design Development Plans
  - c. Electrical Plans
  - d. Landscape Design Plans
  - e. Mechanical Plans
  - f. Plumbing Plans
  - g. Structural Plans

.4 Technical Specifications

Section	Title	Date	Pages
000110	Surfside 96 th Street Park Project Manual	May 2022	671

.5 Other Exhibits:

- a. E-Verify Affidavit
- b. Contractor’s Proposal
- c. Surfside Park – Price Submittal Schedule of Values

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.  
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**TOWN OF SURFSIDE**

**CONTRACTOR**

By: _____  
Andrew Hyatt  
Town Manager

By: _____  
Name: _____

Attest:

Title: _____

Entity: _____

By: _____  
Sandra McCready, MMC  
Town Clerk

Approved as to form and legal sufficiency:

By: _____  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**Addresses for Notice:**

Andrew Hyatt  
Town of Surfside  
Attn: Town Manager  
9293 Harding Avenue  
Surfside, FL 33154  
305-861-4863 (telephone)  
305-993-5097 (facsimile)  
ahyatt@townofsurfsidefl.gov (email)

**Addresses for Notice:**

_____  
_____  
_____  
_____  
_____  
_____  
_____  
(telephone)  
(facsimile)  
(email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Lillian Arango, Esq.  
Town of Surfside Attorney  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, FL 33134  
larango@wsh-law.com (email)

**With a copy to:**

_____  
_____  
_____  
_____  
_____  
_____  
_____  
(telephone)  
(facsimile)  
(email)

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**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

**ACKNOWLEDGMENT**

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this ____ day of _____, 20____, by _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____  
Notary Public (Print, Stamp, or Type as  
Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

# DRAFT AIA® Document A201® - 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

Construction of Town of Surfside 96th Street Park

THE TOWN OF SURFSIDE/TOWN/OWNER:

TOWN OF SURFSIDE  
9293 HARDING AVENUE  
SURFSIDE, FL 33154

THE ARCHITECT:

SAVINO & MILLER DESIGN STUDIO, P.A.  
12345 NE 6TH AVE, APT A  
NORTH MIAMI, FL 33161

THE CONSULTANT/PROJECT REPRESENTATIVE:

[TO BE DETERMINED, IF APPLICABLE]

The Contractor:

[TO BE DETERMINED]

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**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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## ARTICLE 1 GENERAL PROVISIONS

### §1.1 Basic Definitions

#### §1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Town of Surfside, Florida (the “Owner” or the “Town”) and [TO BE DETERMINED] (the “Contractor”) and consist of the Contract, Exhibits to the Agreement, Modified General Conditions, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract (hereinafter the “Agreement” or “Contract”). A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written Field Directive for a minor change in the Work issued by the Architect or Town. The Contract Documents also include the RFQ issued by Town, Instructions to Bidders, sample forms, other information furnished by the Town in anticipation of receiving bids or proposals. Any of the Contract Documents not attached hereto are hereby incorporated by reference and shall be deemed to be of the same force and effect as if attached hereto.

#### §1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect’s consultants, (2) between the Town and a Subcontractor or a Sub-subcontractor, (3) between the Town and the Architect or the Architect’s consultants, or (4) between any persons or entities other than the Town and the Contractor, it being specifically understood and agreed that none of the Contractor’s Subcontractors, Sub-subcontractors, materialmen and equipment suppliers shall be deemed to be a third-party beneficiary of this Contract. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect’s duties.

#### §1.1.3 The Work

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all Work that is reasonably inferable therefrom as being necessary to accomplish the intent of the Contract Documents and fully functioning systems and a fully functioning Project, all in accordance with and as required by all applicable federal, state and local building codes, laws, ordinances, rules and regulations. The Work includes all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

#### §1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Town and by Separate Contractors.

#### §1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### §1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### §1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### §1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Town or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

#### §1.1.9 Knowledge

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents as used in reference to the Contractor shall be interpreted to mean that which the Contractor reasonably knows, reasonably recognizes, and reasonably discovers or should discover in exercising the reasonable care, skill, and diligence required by the Contract Documents in his capacity as a Contractor. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the reasonable care, skill, and diligence required of the Contractor by the Contract Documents.

§1.1.10 Words such as "provide," "furnish," furnish and install," "supply," "include," and similar terms shall, unless otherwise noted, be directions to Contractor to provide and pay for all labor, materials and services necessary for the proper execution and completion of the relevant Contractor's Work. The term "any" shall be interpreted as any and all whenever more than one item would be applicable for completion of the Work in accordance with the Contract Documents.

## §1.2 Correlation and Intent of the Contract Documents

§1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. In case of discrepancy between the Drawings and/or Specifications, or inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. On the Drawings, given dimensions shall take precedence over scaled measurements, and large scale drawings over small scale drawings. Before ordering any materials or doing any Work, the Contractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. The Contractor must call any such conflict or discrepancy between the Contract Documents and/or between the Contract Documents and applicable standards, codes and ordinances and/or between the Contract Documents and the existing Project it discovers to the Town's attention, in writing, prior to proceeding with the Work. Contractor must verify all grades, elevations, dimensions, locations and quantities indicated on the Contract Drawings prior to the performance of Work. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, locations and quantities. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all grades, elevations, dimensions, locations and quantities relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, locations and quantities shall be promptly rectified by the Contractor without any additional cost to the Town. Any differences found shall be submitted to the Architect for resolution before proceeding with the Work and in such time so as not to delay the progress of the Work. Whenever a product to be furnished by Contractor requires it to be in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification or other Association Standard, including the requirement of compliance with any local certifications for products such as a Notice of Acceptance approving the product, the Contractor shall present an affidavit from the manufacturer when provided by the manufacturer and, when requested by the Architect or Town or as set forth in the Specifications certifying that the product complies with the particular Standard or Specification. When provided by the manufacturer and requested by the Architect or Town the specified support test data shall be submitted to substantiate compliance.

### §1.3 Capitalization

Terms capitalized in these Modified General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### §1.4 Interpretation

§1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§1.4.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Claims for additional costs or extensions of time because of the failure of Contractor to familiarize itself with conditions at the Project site will not be allowed. The Contractor shall evaluate and satisfy itself as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project and surrounding areas; (2) any limitations as to access associated with the Project; (3) anticipated labor supply and costs; (4) availability and cost of materials, tools and equipment; and (5) other similar issues. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Town shall not be required to make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Article.

### §1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§1.5.1 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Drawings provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Drawings. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Drawings on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Town.

§1.5.2 Contractor shall maintain at the Project Site, and shall make available to Town and Architect, one record copy of the Drawings marked to indicate any deviations from the Contract Documents (the "As-Built Drawings") in good order. The As-Built Drawings shall be prepared and updated during the prosecution of the Work. The prints for As-Built Drawing use will be a set of black-line prints provided by Architect to Contractor at the start of construction. Contractor shall maintain said set in good condition and shall use colored pencils to mark-up said set with "as-built information" in a legible manner to show: (i) deviations from the Drawings made during construction; (ii) details in the Work not previously shown; (iii) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (iv) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings and stub-outs; and (v) such other information as either Town or Architect may reasonably request. At the completion of the Work, Contractor shall deliver all As-Built Drawings to Town. Final payment and any retention shall not be due and owing to Contractor until the final As-Built Drawings required above are delivered to Town.

### §1.6 Notice

§1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### §1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.



## §1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### §2.1 General

§2.1.1 The Town is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Town shall designate in writing a representative who shall have express authority to bind the Town with respect to all matters requiring the Town's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Town" means the Town or the Town's authorized representative.

§2.1.2 Town shall provide Contractor with a copy of the Notice of Commencement, as required by Florida law, that it will file for the Project.

### §2.2 Information and Services Required of the Town

§2.2.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Town shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Fees for temporary certificates of occupancy shall be paid by Contractor and are included in the Contract Sum.

§2.2.2 The Town has retained an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§2.2.3 If the employment of the Architect terminates, the Town shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§2.2.4 The Town shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor may not rely on the accuracy of any information furnished by the Town regarding the location of any utilities or the conditions of the property. Contractor acknowledges that it has investigated the location of utilities and the existing building in its pre-construction investigation and bidding for the Project.

§2.2.5 The Town shall furnish information or services required of the Town by the Contract Documents with reasonable promptness. The Town shall also furnish any other information or services under the Town's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§2.2.6 Unless otherwise provided in the Contract Documents, the Town shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### §2.3 Town's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or fails to carry out Work in accordance with the Contract Documents, the Town may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Town to stop the Work shall not give rise to a duty on the part of the Town to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

## §2.4 Town's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may, without prejudice to other rights and remedies the Town may have, correct such default or neglect. Such action by the Town and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Town for the reasonable cost of correcting such deficiencies, including Town's expenses and compensation for the additional services by the Architect and/or Town's Representative made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Town. If the Contractor disagrees with the actions of the Town or the Architect, or the amounts claimed as costs to the Town, the Contractor may file a Claim pursuant to Article 15.

## ARTICLE 3 CONTRACTOR

### §3.1 General

§3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§3.1.3 Contractor represents that it is a properly qualified and licensed Contractor in good standing with the jurisdiction within which the Project is located. Prior to commencement of the Work, Contractor shall provide the Town with copies of the above current licenses. Contractor further represents that it has read, examined and understands the pertinent Contract Documents and that it is qualified and able to perform this Work; that it has a sufficient number of qualified personnel to assure timely performance of this Work; that it has the proper tools and equipment to perform this Work; and that it is financially capable of fully performing the Work under this Contract.

§3.1.4 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### §3.2 Review of Contract Documents and Field Conditions by Contractor

§3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The exactness of grades, elevations, dimensions, conditions, locations and quantities given on any of the Contract Documents, issued by the Architect, Town or the work installed by other contractors, or utilities are not guaranteed by the Architect or Town, and no extra compensation will be allowed on account of differences between actual grades, elevations, dimensions, conditions locations and quantities and grades, elevations, dimensions, locations and quantities indicated on the Contract Documents.

§3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Town pursuant to Article 2, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly, but in no event later than 48 hours, report to the Architect and Town any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly, but in no event later than 48 hours, report to the Architect and Town any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The Contractor shall be liable for damage, loss or expense to the Town, including, without limitation, delays and the cost of correcting

defective construction, resulting from the Contractor's performing any construction activity which it knows or should know involves such errors, inconsistency, omission or variation.

**§3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall not be entitled to any increase in Contract Price or Contract Time and shall pay such costs and damages to the Town, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations.

**§3.2.5** The Contractor represents and warrants that the construction means, methods, procedures and techniques necessary to perform the Work will be consistent with and conform to: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work; and (4) applicable, laws, codes, orders and ordinances which bear upon the Contractor's performance of the Work.

**§3.2.6** The Contractor shall coordinate and provide the project schedules in a manner to complete the Project in accordance with the requirements set forth in Section 3.10. The Contractor shall be responsible for the timely and proper finish of the Work and shall not commence any part of it until substrates and surfaces are in proper condition to receive specified portions of the Work.

### **§3.3 Supervision and Construction Procedures**

**§3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Town and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§3.3.2** The Contractor shall be responsible to the Town for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

**§3.3.4** Contractor has the responsibility to ensure that all material and equipment suppliers, manufacturers, and Subcontractors, and their respective agents and employees adhere to the requirements of the Contract Documents, and that they order and provide all materials, equipment and supplies in a timely manner. Contractor shall coordinate its Work with that of all others under its control or Town's control working on or supplying the Project. Contractor shall be responsible for coordination, locations, and routing of all material and equipment as designed by the Town, Architect, Engineers, and other consultants of the Town. In areas and locations where the proper and most effective location and routing cannot be made as indicated or coordinated, Contractor shall contact Town and Architect in writing and meet with all others involved before proceeding with installations, to plan the most effective and efficient method of overall installation. Contractor shall pay all monthly utilities charges for construction until Substantial Completion.

### **§3.3.5 Contractor's Compliance with Contract Documents.**

The Contractor shall give all notices, and warrants and represents that the Work when completed will be constructed in compliance with the Contract Documents and all applicable federal, state and local laws, codes, regulations, permits, decisions, orders, professional licenses, ordinances, and other legal requirements of the authorities have jurisdiction over the Project. Contractor shall bear responsibility for and bear all costs necessary to insure full compliance with the Contract Documents and all applicable laws, codes and ordinances, including the cost of removing existing Work,

the cost of replacing any Work with Work conforming to the applicable requirements and any attorney's fees or other expenses incurred by Town in responding to any complaints, citations, court orders, administrative orders or similar governmental edicts or process. The provisions of this Section shall survive the completion and final payment or termination of this Contract.

### §3.4 Labor and Materials

§3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the written consent of the Town, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them, or persons not authorized to work in the United States.

### §3.5 Warranty

§3.5.1 The Contractor warrants to the Town and Architect that the Work and materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§3.5.2 Contractor represents and warrants to Town that all labor, materials and/or services furnished, and all Work performed by the Contractor, will be free of defects for a period of five (5) years, unless otherwise provided herein for a longer period, from the date of Final Completion. These warranties are not in lieu of, but are in addition to, any other warranties, express or implied, which may be provided by law and by manufacturers, Subcontractors, and suppliers. Contractor shall provide to Town all original warranties and guarantees from all Subcontractors, suppliers, manufacturers of equipment and materials installed in connection with the Project, together with any other warranties and guarantees required by the Contract Documents.

§3.5.3 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Town, or shall be transferable to the Town, and shall commence in accordance with Section 9.8.4.

### §3.5.4 Warranty Forms.

The Contractor shall obtain warranties, for a minimum period of five (5) years, from all subcontractors in the form attached as Exhibit "___" to the Agreement. Contractor agrees that it shall at no additional cost to Town, secure Extended Warranties for all items having Extended Warranties from the applicable subcontractors, or equipment or material manufacturers, as set forth in the Exhibits to Agreement. Any warranties obtained by the Contractor which deviate from the forms attached hereto must be approved by Town.

§3.5.5 Contractor shall provide to the Town three (3) bound hard-cover books and one (1) electronic copy of same containing the following information:

- .1 All Subcontractor warranties fully executed in the form approved by the Town;
- .2 All Extended Warranties required by the Contract Documents;
- .3 The Contractor's warranty;
- .4 A list of all Subcontractors, Sub-subcontractors and suppliers who performed work on the Project or who furnished materials for use in the Project, such list to include the name, address, telephone number and responsible person at all such entities;

The delivery, endorsement or assignment of such warranties shall not release the Contractor from obligations pursuant to the Contract Documents.

**§3.5.6** If the Contractor fails to commence to correct defective or nonconforming Work within three (3) business days from written notice to Contractor, the Town may correct such defective or nonconforming Work. If the Contractor commences to correct such defective or nonconforming Work but fails to diligently and continuously work on such correction, the Town may upon an additional three (3) business days' notice to Contractor, correct such item at Contractor's sole cost and expense. Town may deduct such costs from any monies due Contractor. If the defective or nonconforming Work is discovered after final payment, then Contractor shall pay such cost and expense, including attorney's fees incurred. The Contractor shall bear all costs of correcting such defective Work.

**§3.5.7** The warranty obligations of this Article shall survive completion and final payment or termination of this Contract for the Work performed to the date of termination.

**§3.5.8** In the case of an emergency, Contractor, within twenty four (24) hours of written notice by Town and/or Architect, shall diligently and continuously pursue any necessary repairs or replacements of defects until corrected and will restore the Work to the condition required by the Contract Documents and § 3.5.1. Contractor shall restore surface, subsurface, collateral and primary conditions disturbed during warranty work to their prior condition. Contractor agrees that if Contractor fails to diligently pursue correction of any deficiency in a continuous and expeditious manner until completion, Town may, in its sole discretion, correct such deficiencies at Contractor's sole and exclusive expense and that such action shall not invalidate any conditions of the Contract Documents. Contractor shall indemnify and hold Town harmless from any claims, loss, damage or expense due to defects in the Work.

**§3.5.9** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Town or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents without reimbursement from the Town.

**§3.5.10** If the Town prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Town may do so in writing instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

**§3.5.11** Prior to Substantial Completion, Contractor shall obtain all required inspections or other required documentation by the suppliers and Manufacturers' representatives for equipment and supplies during the course of performing the Work and during the warranty period, in order to ensure that all Manufacturer warranties will be honored thorough out the Manufacturer's entire warranty period.

### **§3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§3.7 Permits, Fees, Notices and Compliance with Laws**

**§3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§3.7.3** If the Contractor performs Work it knew or should have known, as a reasonably prudent contractor to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction.

### **§3.7.4 Investigation of Site**



Prior to the execution of this Agreement, Contractor has performed pre-bid investigations and services of the current Project and conditions. Contractor represents and warrants that its investigation of the site and existing conditions was performed in detail and was sufficient to disclose the condition of the Project Site and all improvements thereon, and the conditions under which the Work is to be performed, including without limitation (i) the location, condition, layout, and nature of the Project Site and surrounding areas, (ii) anticipated labor supply and costs, (iii) availability and cost of materials, tools, and equipment; and (iv) other similar issues pertinent to the performance of the Work. By execution of this Contract Contractor warrants that Contractor is familiar with and has taken into account local conditions and all reasonably anticipated things that will have a bearing on performance of Contractor's Work and Contractor's costs, including but not limited to traffic maintenance, disposal, handling and storage of the materials, access and restrictions to the site, the conditions of the character of the Work. Failure on the part of Contractor to properly evaluate any factors of costs prior to signing this Contract shall not form a basis for additional compensation. Execution of this Contract shall be conclusive evidence that Contractor has investigated and is satisfied as to the site conditions to be encountered.

§3.7.5 Town shall not be required to make any adjustment in either the Contract Sum or Contract Time if Contractor fails to comply with the requirements of this Article.

§3.7.6 Town assumes no responsibility or liability for the physical condition or safety at the Project Site or of any improvements thereon during construction. Contractor shall be solely responsible for providing a safe place for the performance of the Work.

### §3.8 Allowances

§3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Town may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances or if they are deleted, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. Where there is a savings on a deletion of any allowance, Town shall receive a proportionate credit of Ten Percent (10%) for Contractor's overhead and profit.

§3.8.3 Materials and equipment under an allowance shall be selected by the Town with reasonable promptness.

### §3.9 Superintendent

§3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§3.9.2 Contractor shall assign to the Project team the key employees ("Key Employees") including without limitation engineers, a superintendent, and a project manager, a list of which is attached as Exhibit "___" to the Agreement, who shall not be replaced without the Town's prior written consent, which shall not be unreasonably withheld. Unauthorized replacement of the Key Employees by the Contractor may be deemed to be a material breach of this Agreement. If it is necessary to replace the Key Employee(s), the Contractor shall so advise the Town in writing and the replacement individual shall likewise be subject to the Town's approval. The Town may reply within fourteen (14) calendar days of receipt of the information, the Architect may notify the Contractor, stating whether the Town or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Town to provide notice within the 14-day period shall constitute notice of no reasonable objection.



§3.9.3 The Contractor shall not employ a proposed superintendent or Key Employees to whom the Town or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Town's consent, which shall not unreasonably be withheld or delayed.

### §3.10 Contractor's Construction and Submittal Schedules

§3.10.1 Contractor's construction schedule for the Work is attached as Exhibit "____" to the Agreement. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals, which shall be no less than once per month.

§3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§3.10.3 The Contractor shall perform the Work in strict accordance with the original schedules submitted to the Town and Architect and attached to the Agreement as Exhibit "____," unless a revision to the schedule is approved in writing by the Town.

§3.10.4 The original construction schedule and all subsequently submitted updated construction schedules shall be in a detailed precedence-style, resource loaded critical path method (CPM) type format satisfactory to the Town and the Architect which shall also: (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Contractor shall provide Town will the original/planned, resource loaded schedule electronic files in P6 native electronic files (.xer format). Upon review and acceptance by the Town and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents and attached to the Agreement as a Exhibit "____" to be incorporated in the Contract Documents. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Town of any delays or potential delays. The accepted construction schedule shall be updated one time each month to reflect actual conditions and Contractor shall provide Town with a copy of the updated resource loaded schedule, the electronic files in P6 native electronic files (.xer format), and a list of all changes made to the schedule, at the time Contractor submits its monthly Payment Application. In the event any progress report or schedule update indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including resequencing of the Work, overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, Milestone Dates, or the Contract Sum unless any such adjustment is agreed to by the Town and authorized pursuant to properly executed written Change Order. Contractor shall maintain such progress schedule on a current basis in accordance with the provisions of this Section and shall keep proper records available to inspection by Town to substantiate actual activity, duration and completion dates.

§3.10.5 In the event the Town or Architect determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Town shall have the right to order the Contractor, in writing, to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, (3) re-sequencing the Work to avoid the effects of the potential delay; and (4) other similar measures utilizing the most cost effective and reasonable acceleration methods possible to avoid delays and liquidated damages (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents and approved construction schedule. The Town's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor shall be responsible for liquidated damages for delays for failure to meet the construction schedule and to complete the Work within the Contract Time. All Extraordinary Measures required to keep the Project on schedule and to avoid delays shall be a

Cost of the Work but shall not be a basis to increase the Contract Sum. Should Contractor fail to perform the Extraordinary Measures as provided herein the Town shall give the Contractor a three (3) business day notice of default. If the Contractor does not commence and continue to correct the default as provided in this Section, then the Town may supplement Contractor's crews, supply additional manpower, equipment and facilities, and/or other similar measures to avoid delays. Contractor shall be liable to Town for all costs incurred by Town pursuant to this Section. If Contractor does not perform its obligations pursuant to this Section, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost incurred pursuant to this Section. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Town.

§3.10.6 All time limits and obligations are of the essence in the Contract Documents.

§3.10.7 The Town may exercise the rights furnished the Town under or pursuant to this Section as frequently as the Town deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date and/or the Substantial Completion Date set forth in the Contract Documents. Alternatively, Town may exercise termination rights as provided for in the Contract Documents.

### §3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Town, and delivered to the Town upon completion of the Work as a record of the Work as constructed.

### §3.12 Shop Drawings, Product Data and Samples

§3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Town or of Separate Contractors.

§3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Town and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Town and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Town and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Town and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### §3.13 Use of Site

§3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. If the Work requires the use of sidewalks, public ways or other areas outside of the Town's Project site, the Contractor shall be responsible for obtaining all necessary approvals for such work, and Contractor shall pay for and obtain all necessary permits, including but not limited to road closure permits. The Contractor shall also arrange and pay for all local police and fire officers and personnel required to be present at or adjacent to the Project site in connection with the work. The Contractor must secure all materials and equipment that are stored on the Project site and shall take all safety precautions necessary to protect such materials and equipment. The Contractor shall be responsible, as a Cost of the Work included as part of the Contract Sum, for all measures to protect the Project site and property adjacent to the Project, from the Contractor's Work. The Contractor shall be responsible for all damages and costs for failure to comply with this Section 3.13.

§3.13.2 Except for the Contractor, no other entity for whom the Contractor is responsible, including all of its Subcontractors, and any other entity performing work for the Contractor shall erect any sign on the Project site without the prior written consent of the Town.

§3.13.3 Contractor represents that it is familiar with the community in which the Project is being constructed. Contractor has included all adequate security (including but not limited to watchman security guards) measures to protect the site from theft and vandalism in the Contract Sum and Town shall not be responsible for any additional security costs.

### §3.14 Cutting and Patching

§3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Town or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Town or a Separate Contractor except with written consent of the Town and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Town or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### §3.15 Cleaning Up and Repair

§3.15.1 The Contractor shall at all times keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract Documents. At completion of the Work, the Contractor shall, at its sole cost and expense, remove all waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials, from and about the Project.

§3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Town may do so and the Town shall be entitled to reimbursement from the Contractor or Town may deduct the cost of cleanup from any amounts due Contractor.

§3.15.3 Contractor agrees to immediately repair at its sole cost and expense all damages to the Property, including, but not limited to, any damages to real or personal property arising from or relating to Contractor's performance of the Work to the reasonable satisfaction of the Town.

### §3.16 Access to Work

The Contractor shall provide the Town and Architect with access to the Work in preparation and progress wherever located.

### §3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Town and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Town or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### §3.18 Indemnification

§3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Town, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees (at the trial and appellate levels), arising out of or resulting from performance of the Work, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§3.18.2 In any and all claims against the Indemnified Parties by any employee of the Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this provision of this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or on behalf of the Contractor or any Subcontractor under Workers Compensation Acts, Disability Benefit Acts or other employee benefit acts.

§3.18.3 The Parties hereto acknowledge and agree that, to the extent any portion of the indemnification provisions contained herein is deemed void or unenforceable in any action or proceeding, then such portion shall be considered severed such that it will not affect the remaining portions of these indemnification provisions.



§3.18.4 The Indemnitors' indemnity obligations under this Section shall also specifically include, without limitation, all claims, fines, penalties, damages, liability, costs, fees, expenses (including, without limitation, reasonable attorneys' fees and expenses), and punitive and consequential damages (if any) arising out of, or in connection with or attributable to, any claims made against the Indemnified Parties for (i) bodily injury, sickness, disease, death, or destruction of tangible property caused by Contractor and/or any of its Subcontractors and/or Sub-subcontractors, (ii) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of the Work by the Contractor, and/or any of the Indemnitors, or any person or entity for whom they are responsible, (iii) Contractor's failure to comply with any provision of the Contract Documents including Warranty obligations, and obligations to correct damaged and defective work, (iv) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and/or (v) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under this Contract and/or the other the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible. Moreover, and without limiting the foregoing, the Indemnitor's indemnity obligations under this Section include any and all claims by third parties against Indemnified Parties for consequential damages arising from and/or in connection with this Contract and/or the performance and/or failure of the Work.

§3.18.5 The Contractor shall indemnify and hold harmless all of the Indemnified Parties from and against any costs and expenses (including reasonable attorneys' fees for all trial and appellate levels) incurred by any of the Indemnified Parties in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this Contract.

§3.18.6 The Contractor shall include in all Subcontracts provisions by which each Subcontractor agrees to defend, indemnify and hold harmless Contractor and the Indemnified Parties from and against liability, damages, losses and costs, including, but not limited to, reasonable attorneys' fees for all trial and appellate levels, arising out of, in connection with, or resulting from the performance of the Work or any Subcontractor's obligations under the Contract Documents to the same extent and in the same manner as the Contractor is liable to Town pursuant to this provision.

§3.18.7 Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

§3.18.8 The provisions of this Section shall survive final completion and final payment or termination of this Contract.

## ARTICLE 4 ARCHITECT

### §4.1 General

§4.1.1 The Architect is the person or entity retained by the Town pursuant to Section 2.3.2 and identified as such in the Agreement.

§4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Town, Contractor, and Architect. Consent shall not be unreasonably withheld.

### §4.2 Administration of the Contract

§4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Town's representative with the authorities described herein during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Town only to the extent provided in the Contract Documents.

§4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Town, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§4.2.3 On the basis of the site visits, the Architect will keep the Town reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Town (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### §4.2.4 Communications

The Town and Contractor shall be able to communicate with each other, copying the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Town shall promptly notify the Architect of the substance of any direct communications between the Town and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Town. The Contract Documents may specify other communication protocols. Contractor hereby authorizes and consents to direct communications, at any time and in any fashion, between Town and any Subcontractors and Sub-subcontractors on the Project, regarding the Work performed on the Project and the status of payments to said persons or entities for said Work.

§4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§4.2.6 The Town, Town's Representative, and Architect have authority to reject Work that does not conform to the Contract Documents. Whenever the Town, Town's Representative, or Architect consider it necessary or advisable, each of them has authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Town, Town's Representative, or Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§4.2.8 The Architect may prepare Change Orders and Construction Change Directives, and may recommend minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Town, for the Town's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10, which final Certificate for Payment cannot be issued unless all requirements of the Agreement are performed pursuant to Section 9.10.

§4.2.10 If the Town and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Town shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.



§4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Town or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Town and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§4.2.15 Should the Contractor request information, interpretations of Contract Documents, use of alternates, approval of samples (but not Shop Drawings) or make other similar requests (hereinafter "RFI" or "RFIs"), it shall do so in good faith, in writing, and in a reasonable time and fashion. The Architect's response to RFIs will be made in writing and within five (5) business days except for emergencies which shall be within three (3) business days. The period shall be extended if the Architect is not able to respond due to the failure of Contractor to provide adequate and accurate information to the Architect. Furthermore, should the Architect require compensation to review any Contractor requests which are abusive or unreasonable in number or timing, the Architect shall expedite its review of the RFIs provided Contractor agrees in writing to reimburse Town for any architectural fees necessitated in responding to such RFIs. Contractor agrees that Town may deduct any such architectural fees from any sums otherwise due Contractor.

§4.2.16 With regard to the submission and approval of Shop Drawings or other submittals, the period of time for response is as soon as reasonably possible, but no longer than ten (10) business days, except for emergencies which shall be reviewed by Architect in three (3) business days. It is Contractor's responsibility to determine in advance the amount of time Architect will take to review Shop Drawings or submittals as provided in § 3.10.2, and what information will be required for adequate review. Contractor is further responsible for submitting thorough and complete requests for review or approval in sufficient time so as not to cause any delay to the Contractor's Work. Contractor shall submit Shop Drawings in accordance with the submittal schedule. Contractor will not be entitled to an extension of the Contract Time or increase to the Contract Sum due to any delay on the part of Architect, unless Contractor can demonstrate by clear and convincing documentation that Contractor properly submitted the request in accordance with the approved submittal schedule and Architect failed, due to no fault of Contractor, to respond in accordance with the approved submittal schedule, and was in fact delayed, which delay could not have otherwise been avoided by Contractor.

§4.2.17 Notwithstanding any other provision to the Contract, the Architect or its consultant(s) does not have authority to authorize changes to the Contract Documents. Only Town shall be authorized to execute Change Orders, or otherwise modify these Contract Documents. Should Contractor desire to change any materials, or equipment required by Construction Change Directives, Contractor must first notify the Town and Architect of its intent to deviate from the Contract Documents by preparing a Construction Change Directive and obtain written approval for performance of any Work which changes or deviates from the Contract Documents. Failure to obtain said approval in writing will bar Contractor from any claim for additional compensation, delays or arguing that the Architect or its consultants directed the work.

## ARTICLE 5 SUBCONTRACTORS

### §5.1 Definitions

§5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## §5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Town and Architect the information required by Article 10 of the Contract.

§5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Town or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§5.2.3 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Town or Architect makes reasonable objection to such substitution.

## §5.3 Subcontractual Relations

By written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Town and Architect. Each subcontract agreement shall preserve and protect the rights of the Town and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Town. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§5.3.1 Subcontract Agreements. Contractor hereby agrees that each subcontract agreement shall contain provisions granting the Contractor the right to terminate the subcontract at any time for the Contractor’s convenience and without cause. Each subcontract agreement shall preserve and protect the rights of the Town and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Town. Where appropriate, the Contractor shall require each Subcontractor to enter into similar written agreements with Sub-Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors.

§5.3.2 Subcontractor and Material and Equipment Manufacturer Warranties: Contractor shall have each subcontractor performing Work at this Project execute warranties for a minimum period of five (5) years in favor of the Town utilizing forms approved by the Town. Contractor shall also have the subcontractors and material or equipment manufacturers execute Extended Warranties if required by the Contract Documents in favor of the Town utilizing the forms approved by Town.

## §5.4 Contingent Assignment of Subcontracts

§5.4.1 The Contractor hereby assigns to the Town an option to accept assignment of all of Contractor’s contract rights with respect to Subcontractors and material and equipment suppliers that contracted to provide Work, materials and equipment to the Project in accordance with the Contract Documents, provided that Town may elect in writing to exercise that option only after proper termination of the Contractor for Contractor’s default. For those subcontract agreements which the Town accepts by notifying the Subcontractors and Contractor in writing, the option shall include, but not be limited to, all Contractor’s rights to make claims regarding quality of the Work and warranty claims. It is further agreed that all Subcontracts and material and equipment purchase contracts entered into by Contractor or its Subcontractors or material suppliers, shall contain a provision stating that, if after termination of

Contractor for Contractor's default or completion of the Work, the Town may bring any claim directly against any Subcontractor of Contractor, including any surety bond furnished for or on behalf of such Subcontractor, for breach of contract, warranty rights, quality of workmanship, and create third party beneficiary rights of Town in said agreements. It is further agreed and understood that such assignment(s) and third party beneficiary rights are part of the consideration to Town for entering into this Agreement with Contractor and may not be withdrawn. Subcontractor or equipment and material suppliers shall be notified of Town's rights. Additionally, nothing contained in this Agreement shall constitute an assignment of Contractor's rights against the Town or create any third party beneficiary rights in any Subcontractors or material and equipment suppliers of Contractor. The purpose of this provision is to allow the Town, in addition to Contractor, to make claim for damage or indemnification directly against any Subcontractors or material and equipment suppliers that may be ultimately responsible for defects or deficiencies in the Work or materials and equipment. Additionally, this assignment is for the purpose of permitting Town to require any such Subcontractor or materials and equipment suppliers to complete the unperformed obligations under such Subcontract, should the Contractor be in default or be terminated by Town.

§5.4.2 Nothing in this Article or Agreement shall be deemed to create any contractual relationship between the Town and any Subcontractor, material provider or supplier or to create any rights of any Subcontractor against the Town for any actions, debts, obligations, responsibilities or liabilities occurring prior to any assignment executed pursuant to this Article.

§5.4.3 Upon assignment to the Town under this Section 5.4, the Town may further assign the subcontract to a successor contractor or other entity.

## ARTICLE 6 CONSTRUCTION BY Town OR BY SEPARATE CONTRACTORS

### §6.1 Town's Right to Perform Construction and to Award Separate Contracts

§6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Town under separate agreements. The Town reserves the right to perform construction or operations related to the Project with the Town's own forces and with Separate Contractors.

§6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Town-Contractor Agreement.

§6.1.3 The Contractor shall provide for coordination of the activities of the Town's own forces and of each Separate Contractor with the Work of the Contractor. The Contractor shall participate with any Separate Contractors and the Town in reviewing their construction schedules. The parties acknowledge that the Contractor's schedule has included time for all known separate Town contractors to perform their work, based on Contractor's experience and knowledge. The Contractor shall review those portions of the Contract Documents to be performed by the Town's separate contractors, if any, that may impact Contractor's performance of its Work, and that may be interrelated with the Work to be performed by the Contractor, and shall schedule those separate contractors' work so as to cause no delay to the Work.

§6.1.4 Unless otherwise provided in the Contract Documents, when the Town performs construction or operations related to the Project with the Town's own forces or with Separate Contractors, the Town or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§6.1.5 If any part of the Work depends upon proper execution of work performed by Town or Town's separate contractors, the Contractor, its Subcontractors, and their respective Sub-subcontractors shall, prior to proceeding with the Work, inspect such Work and promptly report to Town any apparent discrepancies or defects in such other Work. Failure of the Contractor, its Subcontractors, or their respective Sub-subcontractors to comply with these requirements shall bar any claims thereafter that defects in Contractor's Work, or delays in the schedule, are due to defects in the Work performed by others. Similarly, if any part of the work performed by Town or Town's separate contractors depends upon proper execution of Work performed by Contractor, its Subcontractors, and their respective Sub-subcontractors, Town's separate contractors shall, prior to proceeding with the work, inspect such Work and promptly report to Contractor any apparent discrepancies or defects in such Work. Failure of Town's separate contractors or utility contractors to comply with these requirements shall bar any claims thereafter that defects in Town's separate contractors' work are due to defects in the Work performed by Contractor.

§6.1.6 Contractor shall provide Town's separate contractors with a reasonable opportunity for the introduction and storage of their materials, equipment and execution of their work.

## §6.2 Mutual Responsibility

§6.2.1 The Contractor shall afford the Town and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Town or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Town or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Town's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable by a contractor with Contractor's knowledge, experience, and skill.

§6.2.3 The Contractor shall reimburse the Town for costs the Town incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Town shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Town or Separate Contractor as provided in Section 10.2.5.

§6.2.5 The Town and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## §6.3 Town's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Town as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Town may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### §7.1 General

§7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or Field Directive for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§7.1.2 A Change Order shall be based upon agreement among the Town, Contractor, and Architect. A Construction Change Directive requires agreement by the Town and Architect and may or may not be agreed to by the Contractor. A Field Directive for a minor change in the Work may be issued by the Architect, subject to authorization by the Town.

§7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### §7.2 Change Orders

§7.2.1 A Change Order is a written instrument signed by the Town and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§7.2.2 All Claims arising out of or relating to a Change Order shall be deemed waived unless expressly reserved in such Change Order. Contractor is specifically prohibited from unilaterally preserving Claims, including Claims for

extension of the Contract Time. Notwithstanding any other provision to the Contract, the Architect or its consultant will not have authority to authorize changes to the Contract Documents.

§7.2.3 Agreement on any Change Order shall constitute a final settlement of all matters which the Contractor knew or should have known relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and all adjustments to the Contract Sum and Contract Time.

§7.2.4 Change Order requests shall not be considered unless and until submitted in writing to the Town and the Architect together with documentation detailing the change and supporting the requested increase or decrease in the Contract Sum and/or Contract Time. Such documentation must show: (i) all materials by quantity and price, (ii) all labor by unit price, (iii) insurance, (iv) permits, (v) payroll taxes and employee benefits, (vi) equipment by quantity and rate, (vii) Subcontractor markup (limited to 10% for overhead and profit) unless otherwise approved in writing by Town, (viii) Contractor's Fee; (ix) a clear and concise statement of the basis for the claim, including dates and names of parties and people involved, with back up information, Contract Documents relied upon, including reference to sections of the Drawings and Specifications, daily reports, weather reports, meeting minutes, correspondence and the like; and (x) an updated schedule meeting the requirements of the Contract Documents, showing the impact of the Change to the agreed upon Project Schedule. Any requested increase to Contract Sum for the Contractor's General Condition costs shall be limited to actual on-site cost increases for General Conditions items incurred as a direct result of the change.

§7.2.5 Under no circumstances shall increase in the cost of materials or labor be considered the basis for a Claims by the Contractor for additional compensation, no matter how severe the increase of the cost of the materials or labor to the Contractor.

§7.2.6 In the event of any dispute between Town and Contractor arising out or relating to the requirements of the Contract, any modification, or the terms of a pending Change Order, the Contractor shall continue to perform the Work, including any Work required by pending Change Orders, and Construction Change Directives and Town shall continue to make payments of undisputed sums in accordance with the Contract Documents, pending final resolution of such dispute.

### §7.3 Construction Change Directives

§7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Town and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Town may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties in writing and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:



- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs, provided that Subcontractors may not charge more than ten percent (10%) for overhead and profit on their direct costs of the changed work unless otherwise approved in writing by the Town;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect and Town of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§7.3.8 The amount of credit to be allowed by the Contractor to the Town for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Town. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net change.

§7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Town, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§7.3.10 When the Town and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### §7.4 Field Directives for Minor Changes in the Work

The Architect may recommend minor changes in the Work that are not inconsistent with the intent of the Contract Documents and do not require an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's Field Directive for minor changes shall be implemented on in writing issued by the Town. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Town and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### §8.1 Definitions

§8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§8.1.2 The date of commencement of the Work is the date established in the Agreement.



§8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§8.1.5 The term “business day” shall mean any weekday, Monday through Friday, that is not a federal or state holiday. Contractor may work on Saturdays, at Contractor’s cost, as required to meet the Schedule and complete the Work within the Contract Time. Town shall not be responsible for payment of overtime for Work performed on Saturdays without Town’s written prior approval.

## §8.2 Progress and Completion

§8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Town in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Town.

§8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## §8.3 Delays and Extensions of Time

§8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Town; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries impacting the South Florida construction industry, unavoidable casualties, or adverse weather conditions documented in accordance with Section 15.1.6.2, or (4) by other causes (unrelated to any act/omission of Contractor or any individuals or entities for which Contractor is responsible) that the Contractor asserts and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§8.3.2 Adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused, in whole or in part, by the Contractor, or its Subcontractors and material suppliers; (2) could not be limited or avoided by the Contractor’s timely notice to the Town of the delay; (3) is of a duration not less than one (1) Business day; (4) impacts the critical path of the Project and (5) was mitigated by the Contractor to the maximum extent practicable. All requests for extensions of time other than those associated with changes in the Work, must be submitted in writing to the Town within five (5) calendar days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time.

§8.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§8.3.4 In entering into the Contract, the Contractor represents and warrants that it has considered all impacts and potential impacts associated with the following: (1) COVID-19 and the worldwide pandemic (“COVID-19”); and (2) the current military conflict involving Russia and the Ukraine (the “Ukraine Military Conflict”). Contractor further represents and warrants that in entering into this Contract, it has accounted for any and all labor or material shortages, delivery lead time, or price increases that may be caused by local and or national conditions, including but not limited to COVID-19 impacts and the Ukraine Military Conflict impacts. Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account these COVID-19 impacts and the Ukraine Military Conflict impacts, and has included all of those factors in the Construction Schedule and Contract Sum.

§8.3.4.1 Contractor will not seek any price increases or time extensions relating to or arising from any COVID-19 impacts or Ukraine Military Conflict impacts.

§8.3.4.2 The Town shall not be required to make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Article.

§8.3.4.3 For purposes hereof "Force Majeure" shall mean only a delay caused by or resulting from acts of God, fire, flood, restrictions or delays by any governmental or utility authority (including, but not limited to, interruption of or unavailability of electric, water, sewer or other utility service, and construction or development moratoria), and such other actions or matters as are beyond Town’s control occurring on or affecting the Property or otherwise directly

impacting the Property or its development. As COVID 19 and the Ukraine Military Conflict are known as of the time of execution of this Agreement, neither COVID-19 nor the Ukraine Military Conflict shall be considered a Force Majeure and all impacts to pricing and time of performance of work associated with COVID-19 and the Ukraine Military Conflict have been factored into the Contract Sum and the Construction Schedule.

**§8.3.5 No Damage for Delays.** Except for delays due to the gross negligence of the Town or active interference by the Town, Contractor's sole and exclusive remedy for delays shall be an increase to the Contract Time. Contractor shall not be entitled to an increase in the Contract Price or to payment of any other additional monies from Town for costs incurred as a result of such delay, including additional or extended General Conditions costs or General Requirements costs. Town's exercise of its rights under this Contract shall in no way be considered active interference.

**§8.3.6** All schedule float is the property of Town and may not be used by Contractor.

#### **§8.4 Town's Delay and Entitlement to Liquidated Damages**

**§8.4.1** The Contractor acknowledges that the Contract Time for the Substantial Completion of the Work requires that the Substantial Completion of the entire Work occur on or before specified date(s) as provided in Article 4 of the Contract, subject to any extensions of the Contract Time. "Substantial Completion" is defined in § 9.8.1 of these Amended General Conditions. The Contractor acknowledges and agrees that the Town will suffer severe financial loss in the event of delay and Town shall be entitled to liquidated damages as provided in the Contract Documents.

### **ARTICLE 9 PAYMENTS AND COMPLETION**

#### **§9.1 Contract Sum**

**§9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Town to the Contractor for performance of the Work under the Contract Documents.

**§9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Town or Contractor, the applicable unit prices shall be equitably adjusted.

#### **§9.2 Schedule of Values**

Before the first Application for Payment, the Contractor shall submit a schedule of values to the Architect and Town, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

#### **§9.3 Applications for Payment**

**§9.3.1** At least twenty (20) days before the date established for each progress payment, the Contractor shall submit to the Architect and Town an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Town or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retention if provided for in the Contract Documents.

**§9.3.1.1** Along with the Contractor's Application for Payment, Contractor shall submit to Architect and Town the following:

- .1** a sworn and certified progress payment affidavit which recites that all laborers, material suppliers and subcontractors dealing with the Contractor have been paid in full up through the date of the affidavit;
- .2** partial releases of lien from Contractor, material suppliers and subcontractors and any lienors serving a Notice to Town as required by this section 9.3, and evidence of proof of payment of any indebtedness incurred with respect to the Work of Contractor as may be required by Town;
- .3** evidence that all Work has been fully performed as required pursuant to the Contract Documents up to the time of the request for payment, and the Work has been inspected and

- accepted by the Architect and any governmental authorities required to inspect the Work, and such other evidence that the Town may reasonably require;
- .4 an updated construction schedule meeting the requirements of section 3.10.4;
  - .5 all other requirements of section 12.1 of the Agreement; and
  - .6 Any other document or information required elsewhere in the Contract Documents as a condition precedent to payment.

#### §9.3.1.2 Release of Liens.

Each release of lien given to the Town shall waive and release any lien rights and claims of the lienors to the extent payment is made with respect to any Work performed through the date of that progress payment. Contractor shall submit a partial release of lien for the current Application for Payment, submit partial releases of lien from all lienors through the date of the last previous payment made, and submit a partial release of lien conditioned only upon payment from Contractor, through the date of the current Application for Payment. For Final Payment, Contractor must submit a Final Release of Lien for itself and for all lienors. Each Final Release of Lien shall include a provision for the release of all Claims and causes of action.

In addition, as Contractor is fully responsible for obtaining the Manufacturers' Warranties, Contractor shall be responsible for obtaining inspections or other acceptable documentation by the Manufacturers' representative for equipment and supplies prior to payment, and delivering, together with the final application for payment and supporting documentation all warranties required by the Contract Documents.

§9.3.1.3 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§9.3.1.4 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Town, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing and provided that Contractor has complied with the Contract Documents related to stored materials. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Town to establish the Town's title to such materials and equipment or otherwise protect the Town's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Town no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Town shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### §9.4 Certificates for Payment

§9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Town a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Town a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Town of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Town of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Town, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract

Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Town to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### §9.5 Decisions to Withhold Certification

§9.5.1 The Architect or Town may withhold or reject a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Town, if in the Town's or Architect's opinion the representations to the Town required by Section 9.4.2 cannot be made. If the Town or Architect is unable to certify payment in the amount of the Application, the Town or Architect will notify the Contractor as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Town. The Town or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Town's or Architect's opinion to protect the Town from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims of lien filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Town is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Town or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;
- .7 failure of the Work to progress satisfactorily or according to schedule;
- .8 repeated failure to carry out the Work in accordance with the Contract Documents;
- .9 failure to provide releases of lien for each Application for Payment in accordance with the Contract Documents; or
- .10 any other failure to perform a material obligation contained in the Contract Documents

§9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Town makes payments by joint check, the Town shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

#### §9.6 Progress Payments

§9.6.1 After the Architect has issued a Certificate for Payment, the Town shall make payment in the manner and within the time provided in the Contract Documents, subject to Paragraph 9.5.1 of the Amended General Conditions, and shall so notify the Architect.

§9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Town, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§9.6.3** The Town has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Town to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Town shall have the right to withhold payment and contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Town nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§9.6.4** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3.

**§9.6.5** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Town shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

**§9.6.6** Payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Town.

**§9.6.7** Town may, in its discretion, make all or any portion of any progress payment by check payable jointly to the order of Contractor and any lienor giving timely notice, and deduct said sum from the balance then due Contractor. However, such payment, if made, shall not create any third party beneficiary or other rights in such lienor. In making such payments to lienors/subcontractors, the Town shall require such lienor to execute the waiver of lien form in accordance with §713.06, Fla. Stat.

**§9.6.8 Transfer of Lien.**

In the event any liens should be filed against the Property by any subcontractors or material suppliers in connection with labor or services performed under this Agreement, the materials incorporated into or delivered to the Property, Contractor shall defend, indemnify and hold the Town harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are recorded then Contractor must immediately transfer such lien, and in no event no later than seven (7) calendar days after it receives written notice from Town of the filing of the lien, by (a) depositing in the office of the Clerk of the Circuit Court an amount sufficient to transfer said lien; or (b) by filing with the Clerk's office a bond executed by a surety licensed to do business in the State of Florida in accordance with the provisions of Section 713.24, Florida Statutes, and its successors or (c) recording a notice of bond reflecting the prior existence of the Section 713.23, Florida Statutes Payment Bond, to the extent one was provided at the time of execution of the Contract Documents. Should Contractor fail to transfer such lien, the Town may, at its option, do so and deduct the amount expended, including all costs and attorney's fees incurred from any payment then due Contractor.

**§9.6.9 Payments to Subcontractors by the Town.**

**§9.6.9.1** If the Town fails to approve an application for payment for a cause which is the fault of the Contractor and not the fault of a particular subcontractor, or if the Contractor fails to make a payment which is properly due to a particular subcontractor, the Town may after ten (10) calendar days' written notice to Contractor, pay such subcontractor and Contractor jointly, less the amount to be retained under his subcontract.

**§9.6.9.2** The Town shall have no obligation to pay, or to see to the payment of, any monies to any subcontractor. Nothing contained in herein shall be deemed to create any contractual relationship between the Town and any subcontractor or to create any rights in any subcontractor against the Town.

**§9.6.10** No payments made under this Contract shall be evidence of performance of this Contract, either wholly or in part, and no payment including final payment shall be construed to be an acceptance of defective Work or improper materials, nor shall use of the Work by the Town constitute acceptance of the Work hereunder or any part thereof or a waiver of any of the Town's claims..

**§9.6.11** If the Town is entitled to reimbursement or payment from the Contractor or Surety under or pursuant to the Contract Documents, such payment shall be made promptly upon written demand by the Town. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor or Surety fail to promptly make any undisputed payment due the Town after such written notice, the Town shall have an absolute right to offset such amount against the Contract Sum and may, in the Town's reasonable discretion, elect either to: (1) deduct an amount



equal to that which the Town is entitled from any payment then or thereafter due the Contractor from the Town; or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Town is entitled. Nothing contained herein shall be deemed an admission of liability by Contractor nor limit Contractor's right to contest same. Nothing contained in this Section requires consent of Surety or notice to surety of Town's intent to take such action.

**§9.6.12** Provided the Town has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Town from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Town shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Town does not pay the Contractor all undisputed amounts within thirty (30) days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon fourteen (14) additional days' notice to the Town and Architect, suspend the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### **§9.8 Substantial Completion**

**§9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Town can occupy or utilize the Work for its intended use and obtain all permits, licenses, and certificates required for such use. Specifically, and in addition to the foregoing, in order to achieve Substantial Completion for the Work, Contractor must achieve the following additional, minimum requirements:

1. Site cleanup and restoration of all exterior elements including roof surfaces, ledges, gutters, windows, exterior facades (including without limitation removal of all excess materials, debris, supplies, equipment, temporary structures, ladders, scaffolding, staging and/or trailers) has been completed;
2. All parking areas, all landscaping, all exterior building finishes, all interior building finishes, all interior spaces, all structural, mechanical, and technical systems required by the Contract Documents, all fire and life safety systems, are completed and ready for use or occupancy;
3. The Work is ready for occupancy, completed in accordance with the Drawings and Specifications and the Contract Documents including, but not limited to: (1) low voltage system, if any; (2) MEP trim out, if any; (3) security systems, if any; (4) finish painting, if any; (5) designated flooring, if any; (6) millwork, if any; and (7) cabinets, if any; all as applicable, are complete.
4. The Contractor has submitted the Contractor's Punch List with respect to such items and they have been completed, inspected and approved by the Architect and Town as to scope, number, quality and content;
5. Completion of the those items on the Substantial Completion Punch List the Architect deems necessary for Substantial Completion;
6. The Work is ready for occupancy, completed in accordance with the Plans and Specifications and the Contract Documents and, to the extent it is within the Contractor's scope of Work, all persons or entities having jurisdiction over the Project have issued the appropriate permits, and authorizations for the construction and use of the Work and the Work has received a temporary or final Certificate of Occupancy; and



7. Contractor has complied with the turnover obligations set forth in § 9.9 (including subparts) below.

**§9.8.2** The Contract Time and liquidated damages will continue to run and until all Substantial Completion Punch List items are complete and other conditions for Substantial Completion as set forth above and elsewhere in the Contract Documents are fully satisfied.

**§9.8.3 Substantial Completion List.** When the Contractor considers that the entire Work is Substantially Complete, the Architect, Contractor and Town and/or Town's Representative shall inspect the Work within fifteen (15) days of Town's receipt of written notice from Contractor. Based upon the Substantial Completion Inspection, the Architect shall prepare, coordinate, and submit to the Town and Contractor a detailed list of all remaining Work to be completed or corrected in the Work (the "Substantial Completion List"). The Architect will identify all work necessary to be completed or corrected prior to issuance of the Substantial Completion Certificate, and the remaining items the Contractor shall correct prior to final payment. The Contractor shall, within five (5) days complete and correct all items listed as Substantial Completion items on the Substantial Completion List as a condition to the Architect's Certification of Substantial Completion. The Contractor shall notify Town and Architect when all items in the Substantial Completion List necessary for Substantial Completion are complete and correct, and request inspection by the Town and Architect. The Architect will make an inspection to determine whether the Substantial Completion List is complete. If the Architect's inspection discloses any item, which is not sufficiently complete in accordance with the Contract Documents so that the Town can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. After the second inspection, the Contractor shall be responsible for all costs incurred by Town and Architect to re-inspect the Work a third, or fourth time to determine Substantial Completion. The Contractor's obligation to complete all Work in accordance with the Contract Documents shall not be deemed waived, excused, or otherwise satisfied by any failure of any person or entity to include, discover, or identify any incomplete or defective Work in any Punch List, completion list, or inspection report, including without limitation the Substantial Completion List.

**§9.8.3.1** Town may retain out of any payments that are due Contractor, any amounts necessary to complete and correct all work listed on the Substantial Completion List in addition to the retainage being held until all of the Work identified on the Contractor's Substantial Completion List has been fully and adequately completed and corrected and Architect has issued a Certificate of Substantial Completion.

**§9.8.3.2** When the Work or designated portion thereof is Substantially Complete, and the Contractor has completed the items listed on the Substantial Completion List as necessary for the issuance of the Certificate of Substantial Completion, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and responsibilities of the Town and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance. Warranties required by the Contract Documents shall commence on the date of Substantial Completion.

**§9.8.3.3** The Certificate of Substantial Completion shall be submitted to the Town and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

## **§9.9 Partial Occupancy or Use or Turnover of the Project to Town**

**§9.9.1** The Contractor shall be responsible for operating and maintaining the Work and all systems and equipment that are part of the Work until Substantial Completion as defined in Paragraph 9.8 of the AIA A201 Modified General Conditions above or until a mutually agreed upon earlier Turnover as set forth herein.

**§9.9.2** The Town may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy, use, or turnover is consented to by the insurer as may be required and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use or turnover may commence whether or not the portion is substantially complete, provided the Town and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under this section. Consent of the Contractor to partial occupancy or use or turnover

shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Town and Contractor or, if no agreement is reached, by decision of the Architect.

**§9.9.2** Immediately prior to such partial occupancy or use or turnover, the Town, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§9.9.3** Unless otherwise agreed upon, partial occupancy or use or turnover of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

**§9.9.4** Prior to the time of Substantial Completion, Turnover or any partial occupancy or use may occur from Contractor to Town, the following minimum requirements must be met by Contractor and submitted to Town:

1. Contractor's installers and operation and regular maintenance personnel have met with Town's representative and the property manager(s) for the Project or other individuals as may be designated by Town, at the Project site, to provide complete instructions and training needed for proper start-up, operation, shut-down and maintenance of that part of Work. Instructions by manufacturer's representatives are required where installers are not experts in operating/maintenance procedures, or as specified in the Construction Documents. For operational equipment, installers shall demonstrate startup, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and other applicable operations, and shall review maintenance and operating instructions which are required to be performed in order to maintain in force applicable warranties, guaranties and bonds;
2. Contractor has provided Town with Three (3) heavy duty, bound, hard-cover books and one (1) electronic copy of same, properly identified on both the front and the spine of each binder and indexed, in suitable sets of manageable size, containing the following information related to all equipment and systems on the Project:
  1. Training, maintenance and operating manual information;
  2. emergency instructions;
  3. spare part listings;
  4. wiring diagrams;
  5. recommended "turn around" cycles;
  6. inspections procedures;
  7. shop drawings, product data, and any other applicable information;
  8. detailed information and records for maintenance performed on all equipment and systems on the Project, operated and maintained by Contractor prior to Substantial Completion
3. Contractor has provided Town with Three (3) heavy duty, bound, hard-cover books and one (1) electronic copy of same, properly identified on both the front and the spine of each binder and indexed, in suitable sets of manageable size, containing the following information:
  1. All Subcontractor warranties fully executed in the form approved by the Owner;
  2. All Extended Warranties required by the Contract Documents;
  3. The Contractor's warranty; and
  4. A list of all Subcontractors, Sub-subcontractors and suppliers who performed Work on the Project or who furnished equipment or materials for use in the Project, such list to include the name, address, email address, and telephone number of the responsible person at all such entities.
4. Contractor has provided Owner the Red Line drawings as required by the Contract Documents.

**§9.9.5** The delivery, endorsement or assignment of such warranties shall not release the Contractor from obligations pursuant to the Contract Documents.

## §9.10 Final Completion and Final Payment

§9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and Town will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§9.10.2 Final payment, including any remaining retention shall not become due until the Contractor satisfies the requirements of the Contract Documents. As used in the Contract Documents, "Final Completion" shall mean such time after Substantial Completion and the following express conditions precedent to Final Payment have been met:

- .1 the Architect has issued a Certificate of Final Completion;
- .2 all "punch list" items have been fully completed to the reasonable satisfaction of Town and Architect, unless the failure of the same to issue is not due to the failure of Contractor to complete its scope of Work;
- .3 the final certificate of occupancy and all final governmental and utility authority permits have been issued, unless the final certificate of occupancy is delayed for reasons that are beyond the control of the Contractor and those for whom the Contractor is responsible;
- .4 Contractor has fully cleaned and restored the site with respect to all of the final punch list work; and
- .5 all temporary utilities are disconnected;

§9.10.3 In addition to the above, Contractor shall have performed and or submitted (as applicable) to the Architect and Town the following:

- .1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Town or the Town's property might be responsible or encumbered (less amounts withheld by Town) have been paid or otherwise satisfied, or shall be paid out of Contractor's final payment;
- .2 consent of surety, if any, to final payment;
- .3 documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties;
- .4 all previously undelivered manufacturer and Subcontractor guarantees, warranties and manuals and documents;
- .5 final and or conditional releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Town to assure a lien-free and claim-free completion of the Work; Where Contractor is in a dispute with a Subcontractor and or supplier, consent of surety to Final Payment is acceptable.
- .6 To the extent Architect in missing any shop drawings and or submittals, Contractor will provide any such items requested in writing;
- .7 evidence that all temporary utilities have been disconnected;
- .8 the Contractor has fully cleaned and restored the site, including removal of all rubbish and construction debris;

- .9 all final governmental permits for which Contract is responsible under the Contract Documents have been issued and all permits have been closed out,
- .10 Contractor has complied with all partial occupancy or Turnover obligations set forth in Paragraph 9.9.6 of the AIA A201 Modified General Conditions above; and
- .11 Contractor has complied with all other requirements of the Contract Documents.

§9.10.4 The Contractor's obligation to complete all Work in accordance with the Contract Documents shall not be deemed waived, excused, or otherwise satisfied by any failure of any person or entity to include, discover, or identify any incomplete or defective Work in any punch list, completion list, or inspection report, including without limitation the Substantial Completion Punch List, or any further punch lists.

§9.10.5 Final payment may be withheld on account of (1) defective Work not remedied, (2) claims or liens filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) failure to provide waivers of lien for all lienors giving notices, (5) damage to the Town's property caused by Contractor, its subcontractors or anyone working for Contractor, in which case a reasonable estimated amount of such damages shall be withheld from Contractor's payment until such damages are satisfactorily corrected, (6) failure to carry out the Work in accordance with the Contract Documents.

§9.10.6 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Town shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§9.10.7 The making of final payment shall not constitute a waiver of Claims by the Town.

§9.10.8 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of Claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§9.10.10 Prior to final payment, Contractor shall (1) organize maintenance and operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed; (2) include as applicable emergency instructions, spare part listing, warranties, guarantees or wiring diagrams, recommended "turn around" cycles, inspections procedures, shop drawings, product data, and any other applicable information; (3) Bind each manual of each set in heavy-duty, three-ring vinyl cover binders, and include pocket folders for folded sheet information; and (4) mark identification on both the front and the spine of each binder.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### §10.1 Safety Precautions and Programs

§10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall comply with all OSHA requirements and shall have a safety program in accordance with OSHA requirements.

§10.1.2 If the Contractor fails to maintain the safety precautions required by law or directed by the Town, the Town may take such steps as necessary and charge the Contractor therefore. The Contractor shall be responsible for payment of any fines or penalties levied by OSHA or other similar entities relating to its Subcontractors violation of safety or health standards.

§10.1.3 The failure of the Contractor to take any such action shall not relieve the Subcontractor of his obligations in Section 10.1.1.

## §10.2 Safety of Persons and Property

§10.2.1 In any area where Contractor is working the Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, (3) invitees, licensees, employees and reasonably anticipated visitors of the Project; and (4) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Contractor shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. A damage or loss to any property to the extent caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor at his sole cost and expense.

§10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§10.2.5 The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under the Contract Documents. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable in whole or in part to the grossly negligent acts or omissions of the Town or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable in whole or in part to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18, which shall govern this Section

§10.2.6 Any damage to adjacent property or improvements shall be promptly repaired by the Contractor, if caused in whole or in part by Contractor or its Subcontractors, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing is not intended to prevent the Contractor from making claim against any insurance that may provide coverage to the Contractor.

§10.2.7 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents and theft. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Town and Architect.

§10.2.8 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### §10.2.9 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding seven (7) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

## §10.3 Hazardous Materials and Substances

§10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. Contractor shall not bring any hazardous materials onto the Project site unless specifically required by the Contract Documents. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable



bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area, take precautions not to exacerbate the conditions, and notify in writing the Town and Architect of the condition. Contractor shall comply with all applicable federal, state and local environmental laws, codes, ordinances and regulations including, but not limited to, all OSHA requirements and regulations.

§10.3.2 Upon receipt of the Contractor's notice, the Town shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Town shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Town in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Town. If either the Contractor or Architect has an objection to a person or entity proposed by the Town, the Town shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Town and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§10.3.3 The Town shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§10.3.4 The Town shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to or causes to be at the site.

§10.3.5 The Contractor shall reimburse the Town for the cost and expense the Town incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site or negligently handles, (2) Contractor's willful misconduct; or (3) where the Contractor fails to perform its obligations under Section 10.3.1.

#### §10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. Within ten (10) days of executing the Agreement, the Contractor shall furnish a hurricane preparedness plan to secure the site and prevent damage to the Project, which shall be attached as an exhibit to the Agreement as Exhibit "___".

### ARTICLE 11 INSURANCE AND BONDS

#### §11.1 Contractor's Insurance and Bonds

§11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and having an A.M. BEST's rating of "A-X" or better. The Architect, Town, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§11.1.2 The Commercial General Liability Insurance policy shall be on a occurrence basis with limits of One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000.00) Dollars aggregate dedicated to this Project. Minimum coverage shall include the following and the coverages and requirements set forth in this Agreement:

- .1 personal injury;
- .2 broad form property damage;



- .3 blanket contractual liability;
- .4 XCU coverage; and
- .5 products and completed operations for 10 years.

§11.1.3 The insurance required by Section 11.1 shall be the primary insurance and shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater and shall name Town, Architect and Architect's consultants as additional and named insureds covering bodily injury, death, property damage and personal injury and Town as an additional insured for claims to the extent caused by the Contractor's negligent acts or omissions during the Contractor's completed operations. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment except for completed operations coverage, which shall be maintained for four (4) years after the completion of the Project.

§11.1.4 The Contractor shall not commence any portion of the Work under the Contract until it has obtained all insurance required under this Article 11 or the Agreement and, except for completed operations insurance or except as otherwise provided herein, shall maintain all such insurance policies for a period of not less than four (4) years after completion of this Contract.

§11.1.5 The deductible on all insurance required of Contractor under this Article 11 or the Agreement shall not exceed ten thousand dollars (\$10,000.00) and shall in all events be paid by the Contractor.

§11.1.6 Certificates of insurance, Additional and Named Insured Endorsements, and actual copies of the Insurance Policies in accordance with this Article shall be delivered to the Town prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance, and the certificates of insurance and endorsements are attached hereto as an exhibit to be incorporated in the Contract Documents. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 60 days' prior written notice has been given to the Town. Contractor shall not commence Work and shall not be entitled to any payments under the Contract Documents until the required policies have been delivered to Town and reviewed by Town's insurance professional and found to be in compliance with the Contract Documents.

§11.1.7 An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§11.1.8 Contractor's failure to provide and maintain the insurance required by this Contract shall be grounds for termination, and Contractor shall be liable for all losses, damages, costs and expenses associated with the failure to maintain the required insurance.

§11.1.9 Town, Architect, and such other parties listed on Exhibit "___" attached to the Agreement shall be identified as "additional insureds" and "named insured" on all general liability and other policies identified in this Section 11.1, including without limitation all policies covering completed and ongoing operations. The Contractor, Subcontractors and Sub-subcontractors comprehensive general liability policies shall also provide the following ISO endorsements: ISO CG 20 10 1185 or its equivalent. Contractor shall include provisions in subcontracts requiring subcontractor insurance as set forth herein to name Town as an additional insured. Contractor shall also furnish copies of such subcontractor insurance certificates to Town upon request.

§11.1.10 Except to the extent covered by and paid by insurance, the Contractor shall be responsible for all loss or damage Contractor or its Subcontractors cause to the Work, including the Contractor's materials delivered to site for incorporation therein and all property issued to the Contractor by the Town for use or incorporation in the Work.

§11.1.11 The Contractor shall secure, pay for, and maintain whatever insurance they may deem necessary for protection against loss of owned or rented capital equipment and tools, including any tools owned by mechanic, any tools, equipment, stagings, towers and forms owned or rented by its subcontractors or agents under this Contract. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate the

Town or its agents and employees for any losses of owned or rented equipment or for any Work damaged. If the Contractor secures such insurance, the insurance policy shall include a waiver of subrogation as follows: "It is agreed that in no event shall this insurance company have any right of recovery against the Town." The Contractor agrees to cooperate fully with the insurance company or companies in carrying out the provisions and conditions of all policies applicable to Work to be done, as well as all rules and recommendations of such company or companies in regard to accident prevention, reports and audits. The Contractor further agrees that notice of every accident will not only be reported immediately to the Town, and also to such insurance company or companies.

§11.1.12 Every subcontract shall contain complete insurance provisions identical to Sections included herein for the benefit, protection, and indemnification of the Contractor and the Town.

## §11.2 Town's Insurance

§11.2.1 The Town shall be responsible for maintaining the Town's usual liability insurance and Builder's Risk coverage. The parties agree and acknowledge that, should any insurance maintained by the Town not provide coverage for losses and/or damages arising from any acts, errors, omissions, or negligence on the part of the Contractor and/or its subcontractors, the Contractor and all applicable Subcontractors shall bear the risk and pay for such losses regardless of whether the Contractor should be covered for such losses by the Contractor's general liability or other insurance policies.

§11.2.2 The Town's Builder's Risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until completion of the Project.

- .1 Deductibles: The Town's Builder's Risk insurance shall have a reasonable deductible, with such deductible amount to be determined at the sole discretion of the Town. The Contractor shall pay for any deductibles on the Town's insurance policies for claims to the extent they arise in whole or in part as a result of the Contractor's, or third parties for which Contractor is responsible, acts, errors, or omissions under this Agreement.
- .2 Any Town's Builder's Risk insurance policy shall extend only to materials actually installed in the Project or at the premises ready for installation (unless otherwise agreed by the insurer). Any plant, materials, equipment, tools or fixtures forming a part of the capital assets of the Contractor or belonging to any of its employees shall not be covered by the builders risk insurance maintained by Town. Any such Builder's Risk insurance policy shall be subject to the usual limitations and exclusions normally contained in such policies of insurance, including, without limitation, a reasonable deductible at the discretion of the Town. In the event of any loss or damage paid by the Builder's Risk policy, such proceeds shall be accepted and used by Town at Town's sole discretion.
- .3 Unless otherwise provided in the Contract Documents, the Builder's Risk insurance shall cover portions of the Work stored off the Site after written approval of the Town at the value established in the approval, and also portions of the Work in transit.

## §11.3 Waivers of Subrogation

§11.3.1 Except for losses due to the negligence or breach of contract of a, subcontractor, sub-subcontractor or persons they are responsible for, the Town and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other for compensation for damages caused by fire or other perils to the extent paid for by the Town's Builder's Risk insurance, Town's property insurance, or by the Contractor's liability insurance obtained pursuant to this Article, except such rights as they have to proceeds of such insurance held by the Town and the Contractor. This shall not act as a waiver of any other rights or remedies under the Contract Documents.

§11.3.2 A loss insured under the property or Builder's Risk insurance for the Property shall be adjusted by the Town, using reasonable discretion and not as a fiduciary for Contractor or any other interested party, and made payable to the Town for the insureds, as their interest may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate written agreements where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§11.3.3 The Town shall not be required to give bond for performance of the Town's duties. The Town may deposit in a separate account insurance proceeds so received, which the Town shall distribute in accordance with the terms of any settlement reached with the Builder's Risk insurer. If after such loss no other special agreement is made and unless the Town terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor in accordance with this Agreement and paid for by Town.

#### §11.4 Performance of Bond and Payment of Bond

§11.4.1 Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§11.4.3 To the extent required by the Contract, Contractor shall provide the Town with a 100% performance bond in the amount of the Contract Sum utilizing the form provided with these Contract Documents which shall incorporate the obligation of Surety referenced in this Contract and an unconditional payment bond in accordance with Fla. Stat. § 713.23 in the amount of the Contract Sum covering the faithful performance of the Contract and payment of all obligations thereunder. The bonds shall be executed by a surety that is licensed in Florida and shall remain in effect as required by law and the Contract Documents. The bonds shall be effective as of the Commencement Date as defined in the Contract and shall cover all Work and obligations under the Contract Documents.

§11.4.4 The Contractor shall, upon approval of the bonds by the Town, record the bonds with the County Clerk's Office of the county in which the work is to be performed and promptly furnish the Town with a certified copy of the recorded bonds.

§11.4.5 Both the payment bond and the performance bond under this Article shall display the Surety's bond number, and attach a rider containing the following provisions:

- .1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any other addition, alteration, change, extension of time, backcharge, or other modification of the Contract Documents, or forbearance on the part of either Town or Contractor to the other, shall not release Surety of its obligations hereunder, and notice to the surety of such matters is hereby waived.
- .2 Surety hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed or any moneys due or to become due thereunder. Surety expressly consents to the payment provisions as provided in this Contract. In any event, even if the Surety fails to include such language in its bond, by incorporating this Contract into the Payment and Performance Bonds furnished for this Project, Surety agrees to the provisions of this Article and the provisions of § 11.4.4.
- .3 Surety hereby agrees that if, after the 14 day Notice to the Contractor and Surety, the Contractor and Surety do not cure the default as provided in this Section, then the Surety, in addition to the Contractor, without the need to terminate the Contractor, shall be liable to Town for any damages the Town may sustain and be entitled to pursuant to the Contract and the bonds. No further Notices shall be required by Town.

§11.4.6 Should Contractor fail to perform any of its obligations under this Contract, the Town shall give the Contractor and Surety a fourteen day (14) Notice of Default. After receipt of the 14 day Notice provided herein, the Contractor and Surety shall have the right and opportunity to cure the default(s). If, after the 14 day Notice, the

Contractor and Surety do not cure the default as provided in this Section, then the Surety, in addition to the Contractor, without the need to terminate the Contractor, shall be liable to Town for any damages the Town may sustain and be entitled to pursuant to this Contract and the bonds. No further Notices shall be required by Town.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### §12.1 Uncovering of Work

§12.1.1 If a portion of the Work is covered contrary to the Architect's or Town's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Town, be uncovered for the Architect's or Town's examination and be replaced at the Contractor's expense without change in the Contract Time.

§12.1.2 If a portion of the Work has been covered that the Architect or Town has not specifically requested to examine prior to its being covered, the Architect or Town may request to see such Work and it shall be uncovered by the Contractor. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### §12.2 Correction of Work

#### §12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, including any attorneys' fees incurred by the Town, shall be at the Contractor's expense. The obligations of this Section shall survive completion and final payment or termination of the Agreement.

#### §12.2.2 After Substantial Completion

§12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within three (3) years after the date of Substantial Completion of all the Work or any longer period provided in an Extended Warranty, is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Town to do so. The Town shall give such notice promptly after discovery of the condition. If the Contractor fails to commence correction of nonconforming Work within five (5) business days after receipt of prior reasonable notice by the Town, the Town may correct the nonconforming Work in accordance with Section 2.4. Contractor is obligated to reimburse Town for all corrective costs and damages incurred as a result of Contractor's failure to correct nonconforming Work. This obligation shall survive completion and final payment or termination of the Contract.

§12.2.2.2 The three-year period for correction of Work or any longer period provided in an Extended Warranty shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§12.2.2.3 The three-year period for correction of Work or any longer period provided in an Extended Warranty shall be extended for corrected Work performed by the Contractor pursuant to this Section 12.2.

§12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Town.

§12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Town or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### §12.3 Acceptance of Nonconforming Work

If the Town prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Town may do so in writing instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. If payments due to the Contractor are insufficient to cover the adjustment, Contractor shall pay the difference to the Town.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### §13.1 Governing Law

The Agreement and the Contract Documents shall be governed by the law of the State of Florida without regard to conflicts of law provisions.

### §13.2 Successors and Assigns

§13.2.1 The Town and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### §13.3 Rights and Remedies

§13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§13.3.2 No action or failure to act by the Town, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing. The invalidity of any part or provisions of the Contract Documents shall not affect the validity or enforceability of any other part of the Contract Documents. Any waiver by the Town of any breach of the Contract Documents shall not be held to be a waiver of any other or subsequent breach, and any waiver by the Town of any right to terminate the Contract shall not be held to be a waiver of any breach of the Contract Documents, but the Town retains all its rights to recover damages therefor.

### §13.4 Tests and Inspections

§13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Town, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§13.4.2 If the Architect, Town, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Town may on its own arrange for such additional testing, inspection, or approval, or the Architect will, upon written authorization from the Town, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Town, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Town's expense.

§13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures, additional testing, and compensation for the services and expenses of the Architect, Architect's consultants, Town's consultants, including special and threshold inspectors or other engineers, shall be at the Contractor's expense. Town may deduct such amounts from the balance due the Contractor.

§13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.



§13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### §13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest as provided in the Contract.

### §13.6 Time Limits on Claims

The Town and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§13.7 It shall be incumbent upon the Contractor to have permit revisions issued and executed by the Building Department in a timely manner so as not to delay the construction process, and the Contractor shall bear the cost of such revisions.

§13.8 The Construction work Saturdays, Sundays or after normal hours, if approved, shall be at no additional cost to the Town.

### §13.9 Maintenance

Various materials and finishes of materials exposed to the Florida environment will begin to deteriorate over time. Materials such as rooftop equipment, piping, conduits, etc., as well as finishes for stainless steel, wood, aluminum, etc. are all subject to deterioration. The Contractor is to provide the Town a maintenance program for various products on the project. All maintenance required prior to Substantial Completion or partial occupancy or Turnover will be performed by Contractor as part of the Work. Contractor shall not be responsible for maintenance following Substantial Completion or partial occupancy or Turnover.

### §13.10 Maintenance Records

After Substantial Completion (but before Final Payment) or upon occupancy, the Contractor shall meet with and arrange for each installer of parts of Work requiring regular maintenance to meet with Town's representative and the property manager(s) for the Project or other individuals as may be designated by Town, at the Project site, to provide basic instructions needed for proper operation and maintenance of that part of Work. Instructions by manufacturer's representatives are required where installers are not experts in operating/maintenance procedures, or as specified in the Construction Documents. For operational equipment, installers shall demonstrate startup, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and other applicable operations, and shall review maintenance and operating instructions which are required to be performed in order to maintain in force applicable warranties, guaranties and bonds. Completion of all training is an express condition precedent to Final Payment.

### §13.11 No Agency Relationship

It is understood that Contractor is not herein appointed the agent of Town but is and shall remain an independent contractor. Accordingly, all aspects of Contractor's performance of the Agreement, except as specifically provided in the Agreement, shall be under the direction and control of Contractor.

### §13.12 Third Parties

No provision in the Agreement shall create or give to third parties any claim or right of action against Town.

### §13.13 Place of Work

Contractor, under regulations prescribed by Town, shall use only established roadways, and such temporary roadways as may be approved by Town. When materials or equipment are transported in performance of the Work, vehicles shall not be loaded beyond the load limit as established by federal, state or local law regulations. When it is necessary to cross curbing and/or sidewalks, protection against damage shall be provided by Contractor, and any damage caused will be immediately repaired by Contractor, at Contractor's cost, and if not repaired by Contractor within five days after notice in writing, Town may make such repairs and charge the amount of such repairs to the Contractor. All existing sidewalks, curbs and pavements disturbed, broken, removed, or otherwise damaged by Contractor, during the



performance of the Work under the Agreement, shall be replaced by the Contractor at its sole expense. Replaced or repaired sidewalks, curbs, and pavements shall be constructed of similar materials and by similar methods to the original construction. Replaced or repaired sidewalks, curbs and payment shall be smoothly blended into the existing Work and shall not present depressions or humps and shall be acceptable to Town.

#### §13.14 Value Engineering.

Contractor has assisted and will continue to assist Town and Architect in suggesting alternates to the items specified in an exhibit attached hereto to be incorporated in the Contract Documents, but the ultimate decision is that of the Town and Architect to determine the cost, suitability, fitness and appropriateness for use of the items suggested by the Contractor. All cost savings attributable to Value Engineering shall belong to Town.

#### §13.15 Public Records/Ownership and Access to Records and Audits.

§13.15.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Work performed for the Town which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

§13.15.2 Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of four (4) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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 Town.

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

§13.15.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

§13.15.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

§13.15.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.

§13.15.7 Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

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

**Custodian of Records: Sandra McCready, MMC**

**Mailing address: 9293 Harding Avenue  
Surfside, FL 33154**

**Telephone number: 305-861-4863**

**Email: smccready@townofsurfsidefl.gov**

§13.16 **Prohibition of Contingency 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 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.

§13.17 **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

§13.18 **Boycotts.** The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

#### ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

##### §14.1 Termination by the Town for Cause

###### §14.1.1 The Town may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is in substantial breach of a provision of the Contract Documents;
- .5 admits in writing its inability to pay its debts generally as they become due, or if the Contractor makes a general assignment for the benefit of its creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency;
- .6 submits an Application for Payment, sworn statement, waiver of lien, affidavit or document that is intentionally falsely filed; or
- .7 has a construction lien filed against any part of the Work or the site of the project for work performed under the Agreement for which the Contractor has been paid by the Town and not promptly bonded or insured over by the Contractor in accordance with Florida Statutes after five (5) days written notice to the Contractor.

§14.1.2 When any of the reasons described in Section 14.1.1 exist, the Town, may, without prejudice to any other remedy it may have and after giving the Contractor seven (7) day's written notice, terminate the Agreement and take possession of the site and all materials, tools, equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Town may deem expedient.

§14.1.3 When the Town terminates the Contract for one of the reasons stated in Section 14.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§14.1.4 The Town's right to terminate the Contract, pursuant to this Section, shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant thereto or at law or in equity.

§14.1.5 Should Town Terminate for Cause and should a court of competent jurisdiction subsequently determine that the Termination for Cause was improper, then in that event, the Termination shall be considered a Termination for Convenience as set forth in Paragraph 14.3 below.

##### §14.2 Suspension by the Town for Convenience

§14.2.1 The Town may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Town may determine.

§14.2.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### §14.3 Termination by the Town for Convenience

§14.3.1 The Town may within seven (7) calendar day's prior written notice terminate the Contract for the Town's convenience and without cause.

§14.3.2 Upon receipt of notice from the Town of such termination for the Town's convenience, the Contractor shall

- .1 cease operations as directed by the Town in the notice;
- .2 take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§14.3.3 In case of such termination for the Town's convenience, the Town shall pay the Contractor for Work properly executed; costs incurred by reason of the termination. In the event of Termination for Convenience, the Town shall not be liable to the Contractor for lost profits on any Work not performed, home office overhead, or any other type of consequential, special or indirect damages and Contractor hereby waives same. All costs of performance claimed by Contractor must be fully supported by the Contractor's invoices and other documentation acceptable to the Town, and shall be subject to the Town's audit. The Contractor shall make its records available at reasonable times and places for the Town's audit. Payments to the Contractor shall be reduced by any setoffs, damages, claims to which the Town is entitled under this Contract.

§14.3.4 The Town's right to terminate the Contract shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant thereto or at law or in equity.

## ARTICLE 15 CLAIMS AND DISPUTES

### §15.1 Claims

#### §15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Town and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Town to file a Claim in order to impose liquidated damages in accordance with the Contract Documents. Submittal of a request for Change Order shall not be considered notice of a Claim required by this Article.

#### §15.1.2 Time Limits on Claims

The Town and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Town and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### §15.1.3 Notice of Claims

§15.1.3.1 Claims by either the Town or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor for an increase in the Contract Sum or the Contract Time must be made within five (5) days after occurrence of the event giving rise to such Claim.

§15.1.3.2 Claims by either the Town or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### §15.1.4 Continuing Contract Performance

§15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Town shall continue to make payments in accordance with the Contract Documents.

§15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### §15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### §15.1.6 Claims for Additional Time

§15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include a Time Impact Analysis and probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§15.1.6.2 If exceptional and unusual adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

#### §15.1.7 Waiver of Claims for Consequential Damages

The Contractor waives Claims against the Town for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This waiver is applicable, without limitation, to all of Contractor's consequential damages due to Town's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### §15.2 Initial Decision

§15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Contract. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to resolution of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Town. Contractor must continue with its Work when a Claim is pending before the Initial Decision Maker.

§15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision

Maker in rendering a decision. The Initial Decision Maker may request the Town to authorize retention of such persons at the Town's expense.

§15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision is not binding on the parties and is subject to binding dispute resolution.

§15.2.6 In the event of a Claim against the Contractor, the Town may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Town may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

### §15.3 Mediation

§15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§15.3.2 In the event that the parties agree in writing to mediation, such mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The written agreement to mediate shall be filed with the person or entity administering the mediation. If the mediation process is initiated concurrently with the filing of binding dispute resolution, including litigation, proceedings, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### §15.3.5 Litigation

Litigation of Claims, disputes or other matters in question between the Town and Contractor arising out of or relating to this Contract or breach thereof, which are not resolved by mediation, shall be subject to and decided by litigation exclusively in the state courts of the 11th Judicial Circuit of Miami-Dade County, Florida. Contractor and Town consent to the venue of the State Courts of Miami-Dade County, Florida and specifically recognize and acknowledge the waiver of any right to remove any action to federal court on the basis of diversity jurisdiction or on any other basis.

§15.3.6 In the event of any litigation arising out of or relating to this Agreement or the Contract Documents, the prevailing party shall recover from the non prevailing party, all reasonable attorney's fees, paralegal fees and Court costs incurred by the prevailing party.

## §16 Miscellaneous

### §16.1 Modification

No change or modification of the Contract shall be valid unless in writing and signed by all parties hereto, excluding Construction Change Directives which do not require the signature of the Contractor. No waiver of any of the provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

#### §16.2 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. All indemnities, representations, and waivers made by Contractor in favor of Town shall survive completion of the Work, the making of final payment, and any termination of the Agreement.

#### §16.4 Severability and Waiver

The partial or complete invalidity of any one or more provisions of this Contract or any portion of the Contract Documents shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.





**ATTACHMENT D**

**SAVINO MILLER DESIGN STUDIO 96TH STREET PARK**

**DRAWINGS AND SPECIFICATIONS / CONSTRUCTION DOCUMENTS**



## MEMORANDUM

ITEM NO. 5F.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Andrew Hyatt, Town Manager

**Date:** November 15, 2022

**Subject:** **Authorization to Issue Project Specific Agreement to 300 Engineering Group, P.A. for 96th Street Park Construction Management and Owner Representation Services**

---

Town Administration is seeking Town Commission approval to execute an agreement with 300 Engineering, P.A. for 96th Street Park Construction Management and Owner Representation Services through a negotiated scope of services with a not to exceed total of \$125,792.

As part of the 96th Street Project construction, various level of coordination related to construction management is required. Due to limited Town resources, the Town is seeking to retain one of the pooled engineering firms for continued services to assist with this task. Through Florida's Consultants Competitive Negotiation Act (CCNA), Town administration engaged 300 Engineering, P.A. based on their previous park construction management experience and team in order to negotiate a scope of services in order to perform 96th Street Park Construction Management and Owner Representation Services. Negotiated scope of work can be found in **Exhibit A - "Project Specific Agreement 300 Engineering"** along with proposed Project Specific Agreement (PSA). 300 Engineering, P.A. scope of work will include:

- Project Management Services and Coordination Meetings
- Document Control Coordination
- Quality Control and Quality Assurance
- Safety Inspections
- Pay Application review

Any increase in the cost of the agreement would come from the project contingency and be subject to the Town Manager's spending authority of \$25,000. Any increase above that threshold would return to the Commission for approval.

[Resolution Approving Project Agreement 300 Engineering 96th St Park Construction](#)

Managemet & Owner Rep Services.DOCX

Exhibit A - "Project Specific Agreement 300 Engineering"

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH 300 ENGINEERING GROUP, P.A., PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR 96TH STREET PARK CONSTRUCTION MANAGEMENT AND OWNER REPRESENTATION SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") has retained the services of 300 Engineering Group, P.A. ("Consultant") for professional engineering services in accordance with the Continuing Services Agreement effective February 16, 2021 executed by the parties (the "CSA"); and

**WHEREAS**, in accordance with the provisions of the CSA, Consultant and the Town have agreed to enter into a specific Project Agreement ("Agreement"), authorizing the Consultant to provide construction management and owner representation services for 96th Street Park ("Services"); and

**WHEREAS**, the Agreement, attached hereto as Exhibit "A," provides for a scope of services detailing the Services to be provided by the Consultant as well as a schedule for performance; and

**WHEREAS**, compensation for the Services shall be in an amount not to exceed 125,792.00, in accordance with the Agreement attached hereto as Exhibit "A"; and

**WHEREAS**, pursuant to the CSA, the Town Commission wishes to approve the Agreement, in substantially the form attached hereto as Exhibit "A," and authorize the expenditure of such funds; and

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest and welfare of the Town and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

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

**Section 2. Approval of Agreement.** The Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit "A", is hereby approved.

**Section 3. Authorization.** The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit "A" with the Consultant for the Services, in accordance with the CSA and subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Agreement and the purposes of this Resolution.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 15th day of November, 2022.

Motion By: _____  
Second By: _____

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman _____  
Commissioner Marianne Meischeid _____  
Commissioner Nelly Velasquez _____  
Vice Mayor Jeffrey Rose _____  
Mayor Shlomo Danzinger _____

---

Shlomo Danzinger, Mayor

**ATTEST:**

---

Sandra McCready, MMC  
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

---

Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney



# **PROJECT AGREEMENT**

Between

**TOWN OF SURFSIDE, FL**

And

**300 Engineering Group, P.A.**

Project Name: 96th Street Park Construction Management and Owner Representation Services

# PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

300 Engineering Group, P.A.

Project Name: 96th Street Park Construction Management and Owner Representation Services

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **300 ENGINEERING GROUP, P.A.**, a Florida corporation (hereinafter referred to as “Consultant”) dated February 16, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the ____ day of _____, 2022, and authorizes the Consultant to provide the services as set forth below:

## SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **96TH STREET PARK CONSTRUCTION MANAGEMENT AND OWNER REPRESENTATION SERVICES** and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “1” for the Town (the “Services”).

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit “1.” Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

## SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule attached hereto as Exhibit “1.”

## SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in

accordance with the time frames set forth in the “Scope of Services and Project Schedule”, a copy of which is attached and incorporated into this Agreement as Exhibit “1”. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 Time of the Essence. All limitations of time set forth in this Agreement are of the essence.

#### SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit “1” attached hereto. Consultant shall receive monthly payments based on Services or tasks completed in accordance with the hourly fee schedule outlined in the Project Scope of Services and Schedule, attached hereto as Exhibit “1,” in the total amount not to exceed \$125,792.00.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

#### SECTION 5. BILLING AND PAYMENTS

##### 5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit “1”, attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town’s notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner’s reasonable satisfaction.

5.4 Final Payment. Submission to the Consultant’s invoice for final payment and reimbursement shall constitute the Consultant’s representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid

in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

#### SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

**TOWN:**

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a  
Florida Municipal Corporation

_____  
TOWN CLERK

By: _____  
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

_____  
TOWN ATTORNEY

**CONSULTANT:**

300 Engineering Group, P.A., a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

_____  
Print Name: _____

_____  
Print Name: _____

**EXHIBIT "1"**

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND  
PAYMENT SCHEDULE**



**Town of Surfside**

**RFQ No 2020-06**

**Task # 4**

**96th Street Park Construction Management and  
Owner Representation Services**

**SCOPE OF WORK**

**June 20, 2022**

**Town of Surfside**  
Public Works Department  
9293 Harding Avenue  
Surfside, FL 33154  
Attn: Hector Gomez  
Public Works Director



Prepared by:

**300 Engineering Group, P.A.**  
2222 Ponce de Leon Blvd, Suite 300  
Coral Gables, Florida 33134  
305-602-4602



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# Town of Surfside

## RFQ 2020-06

### Task # 4

#### 96th Street Park Construction Management and Owner Representation Services

### SCOPE OF WORK

#### INTRODUCTION

300 Engineering Group, P.A. (300 Engineering) has entered into a continuing services agreement with the Town of Surfside (Town) to provide professional engineering services under the RFQ 2020-06.

The following task is being proposed under this scope of services:

- Task #4 - "96th Street Park Construction Management and Owner Representation Services"

#### DESCRIPTION OF SERVICES

The 96th St Park design includes a two-story recreational building, playground, basketball court and multi-purpose field, as well as a kayak launch area.

The purpose of the project is to enhance the green space and park amenities for the Surfside Community. Currently, the 96th Street Park amenities are outdated, limited in size and have weekly/monthly maintenance and upkeep increases due to usage and park longevity. Additionally, the limited green space makes it difficult to create programming opportunities

300 Engineering will act as the Town's Owner's Representative & Construction Manager over the life of the construction contract and will aid Town staff in ensuring the park is built per design in the most efficient manner possible.

Task #4 - "96th Street Park Construction Management and Owner Representation Services" has been divided into the following subtasks:

<b>Subtask</b>	<b>Description</b>
100	Project Management Services & Coordination Meetings
200	Documentation Control Coordination
300	Quality Control & Quality Assurance
400	Safety Inspections
500	Contingency Allowance

## 100 PROJECT MANAGEMENT SERVICES & COORDINATION MEETINGS

300 Engineering will provide project management services for this project as follows:

- 300 Engineering will provide general oversight of the project including management of 300 Engineering Staff
- Monthly Progress Reports will be prepared each month and issued to the Town with monthly invoice. Monthly Progress Report will include the following information:
  - Overall status of the task
  - Work performed during the course of the month
  - Estimated completion of task and major subtasks
  - Current challenges or issues
- Preparation and attendance to kick-off meeting, to be held either at the Town's offices or via online teleconference, with representatives from the Town. The purpose of this meeting will be to allow key project personnel and the Town staff to confirm objectives of this task authorization, review the schedule, discuss planned execution of the project, and identify additional background information to be provided by the Town.
- Attendance to pre-construction meeting.
- For each meeting conducted under this task authorization, 300 Engineering will prepare an agenda, summarize the meeting discussion, and prepare meeting minutes

### 110 Project Schedule Coordination Meetings

300 Engineering will moderate a bi-weekly coordination (twice a month) with Contractor and other agency representatives as necessary. The meeting is to ensure that the contractor schedule is in accordance to CPM Schedule deliverable and to document any delays or ongoing concerns. The meeting is to coordinate other agency scope of services as they pertain with commissioning of the park. The meeting should cover any pending Request for Information (RFI) and corresponding follow up coordination

#### **Deliverables**

- Monthly Progress Report
- Meeting agenda and meeting minutes for Pre-Construction Meeting
- Meeting agenda and meeting minutes for each bi-weekly project schedule coordination meeting. Meeting minutes to include past items and new items for discussion
- Coordination and Follow-up documentation with Contractor & other agencies regarding Action Items

## 200 DOCUMENTATION CONTROL COORDINATION

300 Engineering will assist the Town with Document Control Coordination throughout the construction project, as described in the following subtasks:

### 210 Requests for Information (RFI's) Coordination

300 Engineering will assist the Town in maintaining active coordination and up to date records of the various RFI submittals by the contractor, coordinating agencies and sub-contractors. 300 Engineering will coordinate with the Contractor and architect of record (AOR) in order for RFI's to

be answered in an expedited matter as to not affect the project critical path. Additionally, 300 Engineering will review RFI responses to ensure that the RFI response fully answers the intent of the RFI and will assist the Town in determining the impacts of the response (Additional time, additional compensation or no further action).

**Deliverables**

- Maintain an active RFI log and ensure timely response
- Maintain recorded copy of RFI's

**220 Change Orders (CO) Coordination**

300 Engineering will review change orders submitted by the Contractor and provide an opinion to the Town as to whether they are a legitimate claim for additional time and compensation. 300 Engineering will provide review comments for submittal and record keeping of project change orders.

**Deliverables**

- Maintain an active Change Order Log
- Review Chang Order submittals and provide recommendation notes

**230 Shop Drawing Review Coordination**

300 Engineering will coordinate the submittal, review and approval process between the Architect of Record and the Contractor. 300 Engineering will not review nor approve Shop Drawings

**Deliverables**

- Maintain a Shop Drawing Log
- Follow up on submittals after allotted time and assist with coordination

**240 Construction Drawing Records – Document Control**

300 Engineering will assist the Town in keeping a full set of latest revision drawings and historical tracking of revision changes. 300 Engineering will coordinate with architect of record that revisions are properly notated on drawings through standard process (clouding). Revisions to comments, if any, will not be performed by 300 Engineering.

**Deliverables**

- Request electronic copy of final complete set of Record Drawings to Contractor
- Maintain log of revisions and drawing changes

**250 Resident Concerns Log**

300 Engineering will assist the Town maintaining a log of residents concerns reported through various means which include but are not limited to in person, e-mail, phone calls and third party. The Town to provide 300 Engineering will Resident Concerns for incorporation to the Resident Concern Log. 300 Engineering will assist the Town in documenting closure of all concerns.

**Deliverables**

- Maintain active log with Resident concerns as well as open and closed dates, per information provided by the Town's Public Outreach personnel

## 300 QUALITY CONTROL AND QUALITY ASSURANCE

300 Engineering will provide the Town with Quality Control & Quality Assurance (QA/QC) assistance during Construction.

### 310 Pre-construction and Existing Conditions Records

300 Engineering will assign one (1) construction inspector to document existing (pre-construction) conditions through photography and video of all areas impacted by the construction. Include bay area, nearby properties, project site and all Right of Way (ROW).

#### **Deliverables**

- Pre-construction photographic and video records (electronic)

### 320 Construction Quality Control Services

300 Engineering will assign one (1) QA/QC Technical Advisor to perform various periodic quality control inspection visits as deemed necessary throughout the construction phase in order to inspect critical quality control items and provide recommendations to Building Department, Architect of Record and Contractor. For the purpose of estimating the level of effort of this Task, one bi-weekly Quality Control inspection visit has been estimated throughout the duration of construction. 300 Engineering will provide quality control functions as they pertain to potential inherited defects in design and material specifications encountered in the field including inspection of various materials to ensure compliance with shop drawing submittals, and inspection the quality of material delivered to site. 300 Engineering will provide quality control inspection reports in a format/template provided by the Town.

#### **Deliverables**

- Quality control inspection report per visit (twenty-six (26) QA/QC inspections have been budgeted)
- Quality control inspection log (maintain updated with corrections if any)

### 330 Permit Tracking

300 Engineering will coordinate with the Town and the Contractor to create and manage a log indicating all applicable permits the Contractor must obtain. 300 Engineering will assist the Town in confirming that the contractor has pulled and maintained to conformance permits required for the full execution of the park through construction documents. 300 Engineering will track the permitting process including closing of permits with all agencies as part of the commissioning process.

#### **Deliverables**

- Maintain and update a Permit Log through coordination with Town and Contractor

## 400 SAFETY INSPECTIONS

300 Engineering will assign one (1) Construction Inspector to perform safety inspections throughout the various phases of the construction process and notify contractor of any issues encountered. Inspections should be performed with Occupational Safety and Health Administration (OSHA) standards and include but not limited to trench safety, heavy equipment



safety, MEP safety and others. One (1) weekly safety visit will be performed. For the purpose of estimating the level of effort of the Safety Inspector, one (1) 4-hour weekly inspection has been budgeted.

**Deliverables**

- Provide through coordination meeting a bi-weekly safety inspection report for contractor to address issues encountered
- Advise the contractor of any immediate hazards as soon encountered for immediate correction
- Maintain records of contractor safety log
- Maintain records of contractor safety certification

**500 PAY APPLICATION REVIEWS**

300 Engineering will review pay requisitions and provide recommendations to the Town prior to requisition payment. 300 Engineering will coordinate with architect of record pay requisition review. Additionally, 300 Engineering will inspect that material on site is consistent with payment request.

**Deliverables**

- Provide letter of review with findings and recommendation to the Town prior to payment of requisition
- Maintain active accounts of payments to date through AIA documents and advise Town of change orders being requested for requisition. No Change Order is to be paid out until there is a written acceptance by the Town
- Negotiate on behalf of the Town any work that has been removed from the scope of services

**SCHEDULE**

300 Engineering will perform the services identified in this Scope of Work throughout the twelve (12) Month Construction timeframe commencing with the Notice to Proceed.

**COMPENSATION**

The services described herein will be performed on a Time & Materials Basis, as per the fee summary shown below using hourly rates as per our professional services agreement. Please refer to Appendix A for fee details.

Task	Description	Amount
100	Project Management Services & Coordination Meetings	\$ 36,452.00
200	Document Control Coordination	\$24,960.00
300	Quality Control & Quality Assurance	\$16,900.00
400	Safety Inspections	\$36,920.00
500	Pay Application Reviews	\$10,560.00
Total		\$125,792.00

300 Engineering will notify the Town via email when “Other Support Staff” will be utilized. The services described herein will be performed as per Contract RFQ No. 2020-06. Task deliverables will be as detailed in the proposed Scope of Work and as approved by the Town. Invoicing will be submitted along with the Monthly Status Report on a monthly basis.

**ASSUMPTIONS**

This Scope of Work and deliverables are based on the following assumptions:

- Town shall provide access to sites
- The Construction duration and services estimated under this Scope of Work are for a one-year (365 day) timeframe. If there are delays during construction, 300 Engineering may be entitled to additional time and compensation
- Requested information being made available by Town
- Town staff will be available to conduct meetings, as necessary
- 300 Engineering will not perform confined entry under this scope of work
- 300 Engineering will not replace clean-outs or rain dishes as part of this Scope of Work
- Identification of other utilities is not included as part of this Scope of Work
- 300 Engineering will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Construction Contract Documents
- 300 Engineering will not be responsible for obtaining Construction Permits
- Lab/Material testing to be provided by Others
- Non-Solicitation of Employees and Independent Contractors and Covenant Not to Hire. The Town agrees that they will not, directly or indirectly, initiate efforts aimed at the hiring of 300 Engineering’s employees or independent contractors or solicit, hire, employ, recruit, 300 Engineering’s employees or independent contractors, without the prior written approval of 300 Engineering’s until after three (3) years from the effective date of this Agreement
- In consideration of this proposal, access to data and information sources is made available to 300 Engineering. 300 Engineering shall comply fully with all security procedures, and shall not divulge to third parties all confidential Data Information obtained from the Town, in the course of performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the Town. 300 Engineering shall not be required to keep confidential information or material that is publicly available through no fault of the Consultant, material that the Consultant developed independently without relying on the state’s or Customer’s

confidential information, or material that is otherwise obtainable under State Law as a public record.



**APPENDIX A**  
**Proposed Fee Schedule**



**Town of Surfside**  
**96th Street Park Construction Management and Owner Representation Services**  
**Task # 4**  
**Proposed Fee Schedule**  
**Appendix A**

Task	Rate, \$/Hr	Project Manager \$194.00	Senior Construction Manager \$200.00	QA/QC Technical Advisor \$225.00	Project Engineer \$140.00	Inspector \$85.00	Senior Construction Inspector \$135.00	Total Hours	Subtotal
1	<b>Project Management &amp; Coordination Meetings</b>	78	52	0	78	0	0	208	\$36,452.00
2	<b>Document Control Coordination</b>	0	52	0	104	0	0	156	\$24,960.00
3	<b>Quality Control &amp; Quality Assurance</b>	0	26	52	0	0	0	78	\$16,900.00
4	<b>Safety Inspections</b>	0	26	0	26	0	208	260	\$36,920.00
5	<b>Pay Application Reviews</b>	0	36	0	24	36	0	96	\$10,560.00
	<b>Total (Hours)</b>	<b>78</b>	<b>192</b>	<b>52</b>	<b>232</b>	<b>36</b>	<b>208</b>	<b>798</b>	
	<b>Sub-Total Labor Fee</b>								<b>\$125,792.00</b>
	<b>ODC's (Mileage, Reproduction &amp; Reimbursable)</b>								<b>\$0.00</b>
	<b>Sub-Total Labor Fee/ODC</b>								<b>\$125,792.00</b>
	<b>Total Project Cost (Labor/ODC)</b>								<b>\$125,792.00</b>
	<b>% Utilization</b>	<b>9.77%</b>	<b>24.06%</b>	<b>6.52%</b>	<b>29.07%</b>	<b>4.51%</b>	<b>26.07%</b>	<b>100.00%</b>	
	<b>Total (\$)</b>	<b>\$15,132.00</b>	<b>\$38,400.00</b>	<b>\$11,700.00</b>	<b>\$32,480.00</b>	<b>\$3,060.00</b>	<b>\$28,080.00</b>	<b>\$0.00</b>	<b>\$125,792.00</b>



## MEMORANDUM

ITEM NO. 5G.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** November 15, 2022  
**Subject:** **Fiscal Year 2023 Budget Amendment Resolution No. 2**

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Town Administration recommends approval of the budget amendment.

The State of Florida, the Charter of the Town of Surfside, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 2023 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2023 actual revenues and expenditures and recommends a change to the FY 2023 Annual Budget is as follows:

### **GENERAL FUND (Attachment A)**

The General Fund is being amended to:

1. Appropriate \$2,379,862 of fund balance to provide additional funding for the 96th Street Park project;
2. Appropriate \$2,182,356 from current year Return to Reserves to fund the balance of the 96th Street Park project;



3. Transfer \$4,562,218 of the above funding to the Capital Projects for the 96th Street Park project;
4. Appropriate \$403,438 of fund balance for roll-over of unused FY 2022 funding to complete the CTS investigation;
5. Appropriate \$44,234 from current year Return to Reserves and transfer those funds to the Fleet Management Fund for the additional costs to purchase Public Safety vehicles (\$25,659) and a Public Works street sweeper (\$18,575).

Note:

The 96th Park project's budget amendment allows for an additional \$387,210 (5% of bid value) project budget contingency which may be used for services related to the park project other than the contractor. The project contingency budget, for example, could be used to cover permit costs, construction management, three phase electrical service, and contractor change orders. It is known that there is a cost to the Town for FPL to bring in a three phase electrical service to the park. This work is not in the scope of contractor's contract and is estimated to be \$150,000-\$200,000. All expenditures over the Town Manager's \$25,000 spending authority will return to the Commission for approval including the FPL agreement.

### **CAPITAL PROJECTS FUND (Attachment A)**

The Capital Projects Fund is being amended to:

1. Record and appropriate \$4,562,218 transferred from the General Fund for the 96th Street Park project;
2. Appropriate \$423,064 of fund balance available from completed capital projects funded in prior years for the 96th Street Park project;
3. Re-appropriate fund balance carryovers from capital improvement projects funded in prior years in the amount of \$9,287,625 as follows:
  - a. \$3,271,928 for the 96th Street Park renovation project;
  - b. \$42,643 for the Town Hall renovations;
  - c. \$4,869,007 for the Utilities Undergrounding FPL binding cost estimate;
  - d. \$9,347 for fuel tank remediation;
  - e. \$550,000 for 91st Street improvements;
  - f. \$334,700 for Hawthorne Tot Lot playground surface and shade structure;
  - g. \$210,000 for Hawthorne Tot Lot playground equipment and outdoor exercise equipment in the green space.

### **TOURIST RESORT FUND (Attachment A)**

The Tourist Resort Fund is being amended to:

1. Appropriate \$115,732 of fund balance as follows:
  - a. \$57,472 for lighting bollards on the beach walk;
  - b. \$58,260 for outdoor exercise equipment at beachends.

### **BUILDING FUND (Attachment A)**

The Building Fund is being amended to:

1. Re-appropriate \$25,000 of fund balance carryover for the Town Hall Building Department front office renovation funded in prior years;
2. Appropriate \$7,185 of fund balance for fire alarm panel smoke detectors and siren/strobe for the front office renovation.

## **FLEET MANAGEMENT FUND (Attachment A)**

The Fleet Management Fund is being amended to:

1. Re-appropriate \$200,320 of fund balance carryover for the purchase of Public Safety vehicles funded in the prior year;
2. Record and appropriate \$44,234 transferred from the General Fund for the additional costs to purchase Public Safety vehicles (\$25,659) and a Public Works street sweeper (\$18,575).

[Resolution Budget Amendment No. 2](#)

[Attachment A - FY2023 Budget Amendment No. 2.pdf](#)

**RESOLUTION NO. 2022-_____**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 2 FOR THE FISCAL YEAR 2023 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 28, 2022, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2022-2922 approving the budget for Fiscal Year 2023 and establishing revenues and appropriations for the Town; and

**WHEREAS**, the General Fund is being amended to (1) appropriate \$2,379,862 of fund balance to provide additional funding for the 96th Street Park Project; (2) appropriate \$2,182,356 from current year Return to Reserves to fund the balance of the 96th Street Park Project; (3) transfer \$4,562,218 to the Capital Projects Fund for the 96th Street Park Project; (4) appropriate \$403,438 of fund balance for roll-over of unused FY 2022 funding to complete the Champlain Towers South investigation; and (5) appropriate \$44,234 from current year Return to Reserves and transfer those funds to the Fleet Management Fund for the additional costs to purchase Public Safety vehicles (\$25,659) and a Public Works street sweeper (\$18,575), as detailed in Attachment “A” attached hereto; and

**WHEREAS**, the Capital Projects Fund is being amended to (1) record and appropriate \$4,562,218 transferred from the General Fund for the 96th Street Park Project; (2) appropriate \$423,064 of fund balance available from completed capital projects funded in prior years for the 96th Street Park Project; and (3) re-appropriate fund balance carryovers from capital improvement projects funded in prior years in the amount of \$9,287,625 as follows: \$3,271,928 for the 96th Street Park renovation project; \$42,643 for the Town Hall renovations; \$4,869,007 for the Utilities Undergrounding FPL binding

cost estimate; \$9,347 for fuel tank remediation; \$550,000 for 91st Street improvements; \$334,700 for Hawthorne Tot Lot playground surface and shade structure; \$210,000 for Hawthorne Tot Lot playground equipment and outdoor exercise equipment in the green space, as detailed in Attachment “A” attached hereto; and

**WHEREAS**, the Tourist Resort Fund is being amended to appropriate (1) \$57,472 for lighting bollards on the beach walk and (2) \$58,260 for outdoor exercise equipment at beachends, as detailed in Attachment “A” attached hereto; and

**WHEREAS**, the Building Fund is being amended to (1) Re-appropriate \$25,000 of fund balance carryover for the Town Hall Building Department front office renovation funded in prior years; and (2) Appropriate \$7,185 of fund balance for fire alarm panel smoke detectors and siren/strobe for the front office renovation, as detailed in Attachment “A” attached hereto; and

**WHEREAS**, the Fleet Management Fund is being amended to: (1) re-appropriate \$200,320 of fund balance carryover for the purchase of Public Safety vehicles funded in the prior year; and (2) record and appropriate \$44,234 transferred from the General Fund for the additional costs to purchase Public Safety vehicles (\$25,659) and a Public Works street sweeper (\$18,575), as detailed in Attachment “A” attached hereto.

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

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

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

**Section 2. Approving Amended Budget; Budget Amendment No. 2.** That the Town Commission approves the 2023 fiscal year budget amendment provided for in Attachment "A" attached hereto.

**Section 3. Implementation.** The Town Manager and/or his designee are directed to take any and all action necessary to accomplish the Budget amendments and the purposes of this Resolution.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** on this 15th day of November, 2022.

Motion By: _____

Second By: _____

**FINAL VOTE ON ADOPTION:**

Commissioner Fred Landsman _____  
Commissioner Marianne Meisheid _____  
Commissioner Nelly Velasquez _____  
Vice Mayor Jeff Rose _____  
Mayor Shlomo Danzinger _____

_____  
Shlomo Danzinger, Mayor

Attest:

_____  
Sandra McCready, MMC  
Town Clerk

Approved as to Form and Legal Sufficiency:

_____  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney

**TOWN OF SURFSIDE  
BUDGET AMENDMENT  
ATTACHMENT A**

Fiscal Year 2022/2023  
 BA No. 2  
 Fund Nos. 001 General Fund  
 301 Capital Projects Fund  
 102 Tourist Resort Fund  
 150 Building Fund  
 501 Fleet Management Fund

11/15/2022

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
<b>GENERAL FUND</b>						
<b>REVENUES</b>						
001-511-392-00-00	Appropriated Fund Balance	Appropriate for balance of 96th Street Park project	\$ -	\$ 2,379,862		\$ 2,379,862
001-511-392-00-00	Appropriated Fund Balance	Reappropriate fund balance - to complete CTS investigation	\$ 2,379,862	\$ 403,438		\$ 2,783,300
<b>TOTAL</b>	<b>GENERAL FUND REVENUES</b>			<b>\$ 2,783,300</b>	<b>\$ -</b>	
<b>EXPENDITURES</b>						
001-7900-581-91-30	Transfers Out - Capital Projects Fund	Transfer to Capital Projects Fund for 96th Street Park	\$ 679,500	\$ 4,562,218		\$ 5,241,718
001-7900-590-99-10	Return to Reserves	Use of curent year reserves to partially fund 96th St. Park project	\$ 2,226,590		\$ 2,182,356	\$ 44,234
001-6700-525-31-15	Professional Services-Engineering Svcs	Professional fees to complete the CTS investigation	\$ -	\$ 403,438		\$ 403,438
001-7900-590-99-10	Return to Reserves	Use of curent year reserves for Fleet Vehicle purchases additional costs	\$ 44,234		\$ 44,234	\$ -
001-3000-581-91-90	Transfers Out - Fleet Management Fund	Additional needs - Public Safety vehicles	\$ -	\$ 25,659		\$ 25,659
001-5000-581-91-90	Transfers Out - Fleet Management Fund	Additional needs - Public Works for Street Sweeper	\$ -	\$ 18,575		\$ 18,575
<b>TOTAL</b>	<b>GENERAL FUND EXPENDITURES</b>			<b>\$ 5,009,890</b>	<b>\$ 2,226,590</b>	

<b>CAPITAL PROJECTS FUND</b>						
<b>REVENUES</b>						
301-590-381-01-00	Transfers In - General Fund	Transfer from General Fund for 96th Street Park	\$ 679,500	\$ 4,562,218		\$ 5,241,718
301-590-392-00-00	Appropriated Fund Balance	Reappropriate fund balance - carryover to 96th Street Park balances from completed capital projects funded in prior years	\$ 543,500	\$ 423,064		\$ 966,564
301-590-392-00-00	Appropriated Fund Balance	Reappropriate fund balance - carryover for capital projects funded in prior years	\$ 966,564	\$ 9,287,625		\$10,254,189
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND REVENUES</b>			<b>\$14,272,907</b>	<b>\$ -</b>	



<b>CAPITAL PROJECTS FUND</b>					
<b>EXPENDITURES</b>					
301-4400-572-63-80	96th Street Park	Additional needs - 96th Street Park	\$ -	\$ 4,985,282	\$ 4,985,282
301-4400-572-63-80	96th Street Park	Reappropriate fund balance -carryover 96th Street Park renovation	\$ 4,985,282	\$ 3,271,928	\$ 8,257,210
301-4400-539-62-20	Town Hall Renovations	Reappropriate fund balance -carryover Town Hall Renovations	\$ -	\$ 42,643	\$ 42,643
301-4400-539-63-50	Utilities Undergrounding	Reappropriate fund balance -carryover Utilities Undergrounding FPL binding cost estimate	\$ -	\$ 4,869,007	\$ 4,869,007
301-4400-539-64-10	Capital Outlay - Machinery & Equipment	Reappropriate fund balance -carryover fuel tank remediation	\$ -	\$ 9,347	\$ 9,347
301-4400-541-63-91	91st Street Improvements	Reappropriate fund balance -carryover 91st Street improvements	\$ -	\$ 550,000	\$ 550,000
301-4400-572-63-70	Hawthorne Tot Lot Improvements	Reappropriate fund balance -carryover Hawthorne Tot Lot playground surface and shade structure	\$ -	\$ 334,700	\$ 334,700
301-4400-539-64-12	Capital Outlay - Machinery & Equipment	Reappropriate fund balance -carryover Hawthorne Tot Lot playground equipment and outdoor exercise equipment	\$ -	\$ 210,000	\$ 210,000
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND EXPENDITURES</b>			<b>\$ 14,272,907</b>	<b>\$ -</b>

<b>TOURIST RESORT FUND</b>					
<b>REVENUES</b>					
102-552-392-00-00	Appropriated Fund Balance	Appropriate for lighting bollards on beach walk	\$ 1,692,243	\$ 57,472	\$ 1,749,715
102-552-392-00-00	Appropriated Fund Balance	Appropriate for outdoor exercise equipment at beachends	\$ 1,749,715	\$ 58,260	\$ 1,807,975
<b>TOTAL</b>	<b>TOURIST RESORT FUND REVENUES</b>			<b>\$ 115,732</b>	<b>\$ -</b>
<b>EXPENDITURES</b>					
102-8000-539-64-10	Machinery & Equipment	Lighting bollards on beach walk	\$ -	\$ 57,472	\$ 57,472
102-8000-572-64-10	Machinery & Equipment	Outdoor exercise equipment at beachends	\$ -	\$ 58,260	\$ 58,260
<b>TOTAL</b>	<b>TOURIST RESORT FUND EXPENDITURES</b>			<b>\$ 115,732</b>	<b>\$ -</b>

<b>BUILDING FUND</b>					
<b>REVENUES</b>					
150-524-392-00-00	Appropriated Fund Balance	Reappropriate fund balance - carryover for Town Hall Building Dept. Front Office capital project funded in prior years	\$ 717,691	\$ 25,000	\$ 742,691
150-524-392-00-00	Appropriated Fund Balance	Appropriate fund balance - fire alarm panel smoke detectors and siren/strobe for front office renovation	\$ 726,811	\$ 7,185	
<b>TOTAL</b>	<b>BUILDING FUND REVENUES</b>			<b>\$ 32,185</b>	<b>\$ -</b>
<b>EXPENDITURES</b>					
150-2500-524-62-20	Capital Outlay - Bldg (Town Hall)	Town Hall Building Dept. renovation	\$ -	\$ 25,000	\$ 25,000
150-2500-524-62-20	Capital Outlay - Bldg (Town Hall)	Town Hall renovation - fire alarm panel smoke detectors and siren/strobe for front office renovation	\$ 9,120	\$ 7,185	\$ 16,305
<b>TOTAL</b>	<b>BUILDING FUND EXPENDITURES</b>			<b>\$ 32,185</b>	<b>\$ -</b>

<b>FLEET MANAGEMENT FUND</b>						
<b>REVENUES</b>						
501-539-392-00-00	Appropriated Fund Balance	Reappropriate fund balance - carryover for Public Safety vehicles funded in prior year	\$ 139,618	\$ 200,320		\$ 339,938
501-539-389-01-00	Interfund Transfer from General Fund	Additional needs -Public Safety vehicle	\$ -	\$ 25,659		\$ 25,659
501-539-389-01-00	Interfund Transfer from General Fund	Additional needs -Street Sweeper	\$ -	\$ 18,575		\$ 18,575
<b>TOTAL</b>	<b>FLEET MANAGEMENT FUND REVENUES</b>			<b>\$ 244,554</b>	<b>\$ -</b>	
<b>EXPENDITURES</b>						
501-5000-539-64-10	Capital Outlay - Machinery & Equipment	Public Safety replacement vehicles funded in prior year	\$ 232,320	\$ 200,320		\$ 432,640
501-5000-539-64-10	Capital Outlay - Machinery & Equipment	Additional needs for purchase of Pubic Safety vehicles	\$ 432,640	\$ 25,659		\$ 458,299
501-5000-539-64-10	Capital Outlay - Machinery & Equipment	Additional needs for purchase of street sweeper	\$ 549,299	\$ 18,575		\$ 567,874
<b>TOTAL</b>	<b>FLEET MANAGEMENT FUND EXPENDITURES</b>			<b>\$ 244,554</b>	<b>\$ -</b>	



## TOWN MANAGER'S REPORT

### NOVEMBER 15, 2022

#### I. TOWN DEPARTMENTS

##### Building Department

**A.** The foundation permit for Eden Surfside, LLC, is ready to issue pending selection of a general contractor by the project owner(s). This project is a 205 room Kosher Hotel with ballroom and commercial kitchen located across from Town Hall and occupying the entire east half block from 93rd Street to 94th Street. All applicable conditions of the site plan approval have been satisfied. Other commercial construction activity includes preparations to demolish the existing Hillcrest and Regent Palace condominiums to make room for new modern condominium buildings. A recent site plan application has been received to develop the south end of the block at 88th and Collins into stylish and modern townhouses.

**B.** Building Department Permit and Inspection numbers (as of October 31st) are as follows: Building Permits issued: 108; Inspections performed: 213; Lien search: 7; TCOs issued: 2.

**C.** The Building Department and IT Department are working together constructing the CSS (Customer Self Service) Online Portal. This Online Portal will provide for online permitting, inspection requests and plans review. This will greatly increase speed and efficiency of permits issued, raise the levels of service and greatly reduce lobby traffic which now takes up much of our staff's time. This reduction in lobby traffic is especially important during our lobby remodel.

**D.** GRM Document Storage and Scanning services, has begun the first digitization of building plans for the Town of Surfside. This is a monumental task which involves countless building plans going back to the early days of Surfside: Some of the plans are over 70 years old! This digitization work will make them available on the Town website via a link to the Cloud. This will be of great benefit to property owners, contractors and public service providers who seek detailed information about existing buildings in the Town.

**E. PLEASE PARDON OUR DUST!!** The Building, Finance, and Utilities Department, as contracted with RMB General Contractors, have begun the complete redesign, demolition, reconstruction and modernization of the front lobby offices. Starting with the construction of a new temporary wall in the lobby, the demolition of our old offices is now complete. Framing, drywall and painting of the new office space are now completed, and we are ready to begin installing of floor tile. This is a new modern front lobby design that is open and welcoming, creating an important positive first impression to our customers. Since construction will limit lobby traffic, customers are strongly encouraged to apply for permits by email, as Building Department forms are all available online in fillable format. Simply follow the "Please Pardon Our Dust" banner on our website or click on the QR code posted at the Town Lobby. The Building Department is getting closer to its goal which is to have the CSS portal up and running soon so that customers have a more viable alternative of applying for a building permit or paying utility fees than in person. Ultimately, customers will be served by permitting staff utilizing digital permitting technology from individual kiosks. Glass office partitions will provide an open, transparent environment to enhance communication and efficiency in the office environment.

### ***Code Compliance Division***

**A. Code Compliance Cases:** As of November 2, 2022, the total number of active, open cases being managed is 191. Of these cases, 84 cases are still under investigation and are working towards compliance; 12 cases are on-hold; 24 cases are in the Special Master hearing queue; 9 cases are in post-hearing status; 17 code cases have been issued liens and remain unpaid; 45 code cases have service liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a semi-annual basis. The Code Compliance staff has conducted an approximate of 244 inspections from September 28 to November 2, 2022.

**B. Collected Civil Penalty Fines:** Unresolved code compliance cases accrue fines until the code violation is resolved. After the violation is corrected, the property owner is notified to remit the fine amount due. In many cases, the fine amount is either paid, resolved via a settlement agreement, or referred to the Town's Special Master for a hearing and potential mitigation on the fines due.

The following is a summary by fiscal year of the fine amounts collected by the Town:

- FY 23: As of November 2, 2022, two cases have paid/settle for a total monetary collection of \$ 3,789.25.
- FY 22: 98 cases have paid/settle for a total monetary collection of \$95,201.54
- FY 21: 86 cases paid/settled for a total collection of \$39,464.

C. The Code Compliance Division has assisted the Finance Department by conducting 34 Code lien searches from September 28 to November 1, 2022.

D. The Code Compliance Division has continued to assist the Town Clerk's Office with public records requests.

### ***Community Services & Public Communications Department***

A. The Tourist Bureau and Board held the first ever Summer Sunday event on October 24. All previous events in this series had been held on Fridays. The new date proved to be the most popular yet with hundreds of attendees comprised of residents and visitors enjoying the beach party behind the Community Center at 93rd Street.

B. The Tourist Bureau and Board also held the first ever fall edition of the Paddletopia festival on November 12 and 13 before the 96th Street Park is under construction. The event, pushed back one week because of the FDOT 96th Street project, was a hit once again as folks enjoyed the health and wellness activities in addition to the main water activities, complimentary paddleboarding and kayaking.

C. Tourism and Communications has assisted a number of different departments with design projects in recent weeks including the simplified beach signage on the beach path for Code Compliance and Public Works, Tot Lot playground designs for Parks and Recreation, renderings for the undergrounding project, and a series of new designs for the 91st St. Surfside Boulevard road signs.

D. Tourism and Communications is working with the Surfside Police Department to celebrate the most important birthday of the year – Officer Mike's! The Station Dog will be celebrating a birthday on Sunday, December 11 at a pet-themed Farmer's Market.

E. On Sunday, November 20, the Tourist Board presents the first of six "Music on the Beach" dates for the 2022-23 season. This year's series is expanding from two concerts to six and spanning a variety of different genres. The season's first concert welcomes back jazz vocalist Melinda Rose who played in Surfside last April.

F. Tourism and Communications will continue to keep our community informed throughout the Town Hall renovation project. The Team is standing by for information on the Customer Self Service (CSS) Portal to inform our residents and provide them with instructions.

### ***Human Resources***

Human Resources continues to provide support and assistance to the Town Administration, departments and staff in relation to a variety of items/services to include:

**A. Fraternal Order of Police (FOP):** The first contract negotiation meeting with the FOP was held on July 20, 2022. The Town is currently reviewing and analyzing the financial impact of the FOP's request. A collective bargaining meeting will be scheduled once all data/cost is analyzed.

**B. EEOC Complaints:** Providing assistance to Florida League of Cities' Attorney who filed the response to EEOC complaint filed by Malarie Dauginikas. Received notification that Mr. Victor May has voluntarily withdrawn his charge.

**C. Interviews:** Conducted interviews for Human Resources Generalist and Part Time Lifeguards.

**D. Background/Offer/Orientation:** Prepared offer letters, conducted the background investigations, and initial employment orientations for new hires.

**E. Workers Comp:** Provided assistance to staff and FLC attorney regarding workers comp matter.

**F. Safety and Wellness Initiatives:** Provided staff with information regarding weekly webinars and classes for mental health support, nutrition, fitness, support groups, community health initiatives and exercise classes.

**G. Other Human Resources Functions to include:**

- Employee appreciation, recognition, and activities
- Pre-employment Background Check
- Conditional offer of employment offers (withdrawal – when applicable)
- New hire orientation
- New hire reporting – Florida Department of Revenue
- Labor statistics report – U.S. Department of Labor Statistics
- Workers' compensation
- Grievance
- Interviews
- Exit interviews
- Personnel counseling
- Retirement plan related assistance
- Recruitment / Advertising for vacancies
- Responding to candidates / acknowledge resumes received
- Verification of Employment Requests
- Personnel maintenance changes
- Insurance enrollment, changes and termination of coverage
- Public records requests related to personnel (active/inactive)



- Criminal records check – level 2 for all Parks & Recreation instructors/concession staff

### ***Finance Department***

Monthly Budget to Actual Summary – No Monthly Budget to Actual Summary as of September 30, 2022 will be provided as the Finance Department is under a fiscal year end close out process and the external audit has begun. Next month a Monthly Budget to Actual Summary as of October 31, 2022 will be provided with estimated unaudited FY 2022 fund balances.

### ***Parks and Recreation Department***

**A. Facilities/Hours of operation** – Parks and Recreation continues to operate the following facilities: The 96th Street Park, the Beach Lifeguard Tower, Hawthorne Tot Lot and the Dog Park. The Tennis Center continues to operate with court reservations during prime hours. The pool continues to operate with lap swimming registrations during all hours of operation. Pool hours continue to be adjusted month to month to maximize day light hours. Current Pool hours are from 7:00 a.m. 6:00pm for month of November.

**B. Hawthorne Tot Lot update** – Parks and Recreation Staff along with Legal and Town Administration have prepared all the paper work the renovation of the tot lot to be included in the November 15, 2022 Town Commission Meeting. This will be for the Town Commission approval to move forward with the work.

**C. After Care Program Update** – We continue to meet with the YMCA on a weekly basis in an effort to restart our after-care program as soon as possible. At the moment, the YMCA continues to have a difficult time meeting their staffing needs. Due to that, we have had a commitment from the YMCA to be ready to run the Town's Spring Camp and Sumer Camp for 2023. The YMCA has also committed to be prepared to start an Afterschool Program beginning the Fall of 2023. We will have agreement for review from the YMCA on November 5, 2022. Staff will also be looking into additional programming for the new year that can fill the gap left from the Afterschool Program. This will not be a traditional afterschool program but can help fill the proگرامing needs of the community.

**D. Programming** – Fall Session II programming is underway and has been a success. Parks and Recreation is offering over 20 programs for Youth, Adults and Seniors this upcoming fall/Winter season. Staff continues to look for ways to enhance programming and ensure we are meeting the needs of the community. Fall session II will kick off Monday November 7. Staff is preparing for the annual Veteran's Day Ceremony November 11, 2022.

Upcoming special Events will be Move Night at the Park December 3, 2022 and Winter Extravaganza (snow in the park) on December 18, 2022.

**E. Events** – The Halloween Spooktacular Saturday, October 29 at our 96th St. Park at 6pm was a huge success. The Event included a Haunted Maze, Face painting, Pumpkin Patch, Fair Rides, Photo Booths and DJ, giveaways and a number of other activities. This year event had a record number of participants over 1,300.

**F. 96th St. Park Update** – The 96th Street Park RFQ has been completed. RFQ Committee recommendations for a Contractor will be submitted to Commission during the November 15, 2022 Commission Meeting. This will be for Commission approval to start the negotiations with the selected contractor to build the 96th Street park.

**G. Beach Chair Service** – Staff sent out 3 informal requests for bids for beach furniture service. 3 Bids have been received. The town staff will be requesting the commission at the November 15, 2022 commission meeting for the approval for the Town Manager to enter into an agreement with the selected vendor to provide the beach chair service.

### ***Planning Department***

Development Application Process (2012 – Present) – *Attachment "A"*

### ***Police Department***

#### **A. Police Department Statistics (October 1 – October 31, 2022)**

- Traffic Citations – 329
- Parking Citations – 601
- Arrests – 3
- Dispatch Events – 1,289
- Incident/Crime Reports – 55

#### **B. Sergeant Marian Cruz presented with a Community Policing Award from the Aventura Marketing Council**

The Aventura Marketing Council hosted their annual Salute to Law Enforcement breakfast meeting on October 25, 2022 in Sunny Isles Beach. Chief Rogelio Torres Jr., Captain Antonio Marciante and Detective Diana Leon were in attendance along with Sergeant Marian Cruz who was presented with a Community Policing Award. Sergeant Cruz was recognized for her efforts in helping survivors of domestic violence. She has coordinated assistance within the Surfside Police Department and the community for our local North-Dade Domestic Violence shelter. Her community service has provided essential support

to the victims and families of domestic violence. Sergeant Cruz's passion to help others, when they are at their most vulnerable, inspired her to establish a non-for-profit organization called Closet of Living Hope. Sergeant Cruz is commended for her tireless dedication to the community she proudly serves.

### **C. Surf Club Foundation Donation to Police Department**

On October 9, 2022, the Surf Club Foundation graciously donated four (4) new ballistic shields to the Surfside Police Department. The Paraclete Phalanx-III A Shields with mounted lights were disseminated to each squad. The additional layer of protection is an extra safety measure to safeguard our police officers.

### **D. Police Events/Community Outreach**

- The 19th Citizens Police Academy began September 7, 2022 and will conclude November 16, 2022 with a graduation ceremony. The classes in November will include:
  - November 2, 2022 – Firearms Simulator/Use of Force Presentation at the North Miami Beach Police Department
  - November 9, 2022 – Firearms Range at Miami Beach Police Department
  - November 16, 2022 – Graduation Ceremony
- The Surfside Police Department will host two community blood drives on November 2 and November 20, 2022 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- The Southeast Regional Domestic Security Task Force (SERDSTF) will host their quarterly Regional Meeting on November 3, 2022, at the Hilton Palm Beach Airport at 8:00 a.m. Captain John Healy and Captain Antonio Marciante will be guest speakers discussing the Surfside Police Department's response to the Champlain Towers South building collapse.
- The Parks and Recreation Department is hosting their annual Veterans Day Ceremony on November 11, 2022 at 10:00 a.m. at Veterans Park. Officer Ronald Donoso, Officer Juan Duran and Officer Bryant Luke will participate in the ceremony as members of the Honor Guard. Chief Rogelio J. Torres Jr., Captain John Healy and Captain Antonio Marciante will be in attendance.
- The monthly Coffee with the Cops – November 17, 2022 at 10:00 a.m. at Starbucks.

## II. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 10/01/2022 - 10/31/2022

Request Category	Created in period	Closed in period	Average days to close
Beach Issue	1	0	
Code Compliance (Safety Concern)	1	1	0.8
Code Compliance (Violation)	2	2	2.3
Dog Stations (P & R)	1	1	0.1
Drainage/Flooding (PW)	0	0	
Other	2	1	3
Police (Safety Concern)	0	0	
Solid Waste (Residential) (PW)	1	1	2.4
Street lights (PW)	0	0	
Utilities (Water/Sewer) (PW)	1	1	2.8
Beach Patrol	1	1	0
Parking Issue	3	2	2.6
Construction Issues	1	0	

## III. TOWN PROJECTS

Projects Detail Sheets – Attachment "B"

Respectfully submitted by:

  
 Andrew E. Hyatt, Town Manager  
 for

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT)									
Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
Original submittal: 7/13/2012 Site plan amendment: 4/16/16 9011 Collins Avenue	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	DRG - 7/31/2012, 8/23/2012, site plan amendment: 5/16/2016, 8/4/2016, 3/9/2017, 5/11/2017 P&Z - Original site plan: 9/27/2012, site plan amendment: 8/31/2017 TC - Original site plan: 10/15/2012, site plan amendment: 10/10/2017 Plan Ext -	762 units	257 units	None	None	13-727	Issued	Fort Partners has indicated a desire to obtain a final CO and Landscape approval needs to be resolved. A landscape inspection was performed and comments were provided by the Town Planner on November 5, 2021. Once the comments are addressed a final inspection will be required.
7/20/2012 9450 Collins Ave	The Shul - New multiuse glass atrium and adjoining learning center (3 stories)	DRG - 2/11/2013, 3/27/2013, 7/9/2013 P&Z - 2/27/2014 TC - 10/28/2014 Site Plan Ext -	3 story expansion of 8,558.9 square feet		None	None	14-509	Issued	Work is well underway as permitted in three phases: Phase I is the new school which is currently substantially complete and operating with a TCO as Phase I. Phase II is the multi-use glass atrium. Phase III is the remodel of the old section of the building.
8/12/2015 12/23/20 Site Plan Amendment 9133 Collins Ave & 9149 Collins Ave	Surf Club II - Redevelopment of property with a multi-family residential project and renovation of existing historic structure. Reduction of dwelling units and hotel rooms. Revisions to expand underground parking and revisions to balcony design	DRG - 9/4/2015, 3/9/2017, 9/17/2017, 2/9/2021 P&Z - 12/7/2017, 2/11/2021, 4/29/21 TC - 2/13/2018, 4/13/21, 6/8/21 Scheduled Site Plan Ext - Site Plan Extension of approved by TC on 7/28 TC Meeting. Applicant requested extension of site plan due to FI Declaration of Emergency. Additional Covid extension - New Permit Due Date December 26, 2021	199 units	Reduced to 31 condo units, 26 hotel rooms	None	None	20-536	Permit Issued	Construction of new 12 story condominium is fully underway. Currently pouring upper levels of structure.
Original submittal: 2/11/2016 Revised submittal: 5/31/18 9380, 9372, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave	9300 Collins Ave - demolition of all existing improvements, construction of 3-story building	DRG - Original submittal: 3/10/2016, 4/27/2016 Revised submittal: 6/27/2018, 8/28/2018, 11/1/18 P&Z - Original approval: 7/18/2016, Revised approval: 11/29/18 TC - Original approval: 11/10/2016, Approved February 26, 2019 Site Plan Ext - Request submitted to extend approval due to emergency declaration (Hurricane Dorian). Additional Covid and Tropical Storm Elsa extensions - New Permit Due Date February 4, 2024	250 units	Request is for 205 units	None	None	21-1412BC	Foundation-Only Permit ready to Issue.	Foundation Only permit application has been reviewed and approved for issuance (after extensive reviews to confirm compliance with the Site Plan Approval). Permit issuance awaits selection of a General Contractor by Eden South LLC. MDC receipts for impact fees of \$1,105,679.93 (Pd. 8/3/21) and 20% Water and Sewer fees (Pd. 10/26/21) have been received.
5/4/2016 8955 Collins Ave	Residential Condominiums	DRG - 6/20/2016, 7/27/2016 P&Z - 10/27/2016 11/10/2016 TC - 11/10/2016 Site Plan Ext -	110 units	16 units	None	None	16-602	Issued	The Town Planner signed off on the Landscape Plan on June 17, 2022. Public Works Department is working to resolve a couple of issues so that the Building Department can issue a permanent CO.
3/14/22 9309 - 9317 Collins Ave	93 Ocean - Demolition of 2 existing 3 story buildings and construction of 12 story condominium building with 27 dwelling units.	DRG - 8/23/22 P&Z - 8/25/22 TC - Tentatively set for 11/29/22							DRG agreed to send to Planning and Zoning Board. P & Z recommended approval to the Town Commission. Additional discussions are underway with the Applicant. Expect to be heard at the 10/29/22/ Town Commission Meeting
8/29/22 200 96th Street	Surf Harbor, LLC. Proposed 3 story Office Building with at grade parking garage.	DRG - TBD TBD P&Z - TBD TC - TBD							Application, plans and check submitted for 3 story Office Building. Proposed plans require possible Land Use Plan Amendment and rezoning. Site will need access to the Parking Trust Fund to comply with parking requirements. Discussions underway to determine needed activities in order to process application.

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT), Cont.

Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
5/19/2017 4/1/22 8995 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building deemed architecturally significant per Sec. 90-33(3) of the Town Code.	DRG - 6/19/2017, 8/24/2017, 9/28/2017, May 2022 P&Z - 2/22/2018, 4/26/2018, 5/31/2018, approved on 10/27/19 TC - 12/10/19 Site Plan Ext - 2 COVID Extensions New Permit Deadline 9/27/23 Site Plan Amendment - P & Z approval May 26, 2022 TC - Approved Site Plan Amendment June 16, 2022	99 units	Resolution # 19-2661 approved by Town Commission on December 10, 2019 for 12 stories, 34 units and 72 parking spaces.	Original application requested 3 Variances. Final application did not include any Variances. Site Plan Amendment - Density Reduction from 34 to 19 Units Other interior, exterior and construction revisions.	None		Has not applied for permit yet	Planning and Zoning Board recommended approval of Site Plan Amendment with reduction to 19 units and interior and exterior revisions on May 26, 2022. Town Commission approved Site Plan Amendment on June 16, 2022. A demolition permit has not yet been issued for the project. Development team is reviewing pool and pool deck concerns.
Original Submittal: 1/06/2015 Revised submittals: 8/01/2016, 12/23/2016, 03/09/2018, 10/29/2018 9/25/2020 8851 Harding Avenue	18 multi-family units	DRG - 01/22/2015, 08/18/2016, 01/23/2017, 03/23/2018, 11/29/2018 Meeting Pending, 2/25/2021 P&Z - 01/31/19 P&Z recommended approval (Requires P&Z Reconsideration) 2/25/2021 P&Z Denied Plan TC - Denied by the Commission (requires reconsideration by TC), TC Approval 5/26/21 Site Plan Ext -	33 units	Current request is for 18 units. Town Planner, DRG recommended approval, P&Z recommended denial	1 requested: Section 90-82. - Off-street loading requirements (Loading Space Size). Not Required in 2021 Plan	Not needed in 2021 request		Has not applied for permit yet	Site Plan Approval 5/26/21
7/3/2019 9580 Abbott Ave	Young Israel Variance Request to eliminate landscaping to provide for a handicapped accessible ramp	DRG - N/A P&Z - 8/29/2019 TC - 10/29/19 Site Plan Ext -			1 requested: eliminate landscaping along the north side of the building	None			Construction of ramp complete
1/7/2020 8926 Collins Avenue	Arte request to have FPL vault encroach into landscape buffer.	DRG - N/A P&Z - 1/30/2020 TC - 2/11/2020 Site Plan Ext -			Landscape buffer	Approved			This parcel on the west side of Collins Avenue was also inspected along with the residential component on the east side of Collins Avenue. See discussion on first page spreadsheet.
11/18/2021 9165 Collins Avenue	Site Plan approval to develop an 11 story, 14 unit MF Bldg with 33 parking spaces in the H120 Zoning District on the north side of the Seaway and south side of the Carlisle.	DRG - 1/14/22 - Via Zoom - Approved Proceeding to P & Z P&Z - 1/27/22 - Deferred to 2/24/22 P&Z Mtg P&Z - 2/24/22 - Recommended approval TC - Site Plan Approval received 4/12/22	58 units	Proposing 14 units	None				DRG recommended on January 14, 2022 proceeding to P&Z on January 27, 2022. After discussion, P&Z decided to continue the item to the February 24, 2022. P&Z recommended approval at the February 24, 2022 meeting.
4/27/2022 8809 Harding Avenue	Site Plan Application for 8 Townhouse Units	DRG - September 27th 2022 P&Z - September 29, 2022 TC - to be scheduled	TBD	Proposing 8 units	None. Preliminary review comments were prepared at the request of the Applicant. Actual Site Plan submission for September 29th P & Z.				Site Plan Application received 4/27/22. Applicant requested preliminary review prior to proceeding to formal Site Plan Review. Zoom meeting with Applicant's development team and Town Staff was held on 7/7/22. Resubmission for 9/29/22 P & Z with DRG on 9/27/22. P&Z approved site plans with addition of street trees. Met with Development team on 10/27/22 to prepare Dev. Order for 11/29/22 TC meeting.
10/1/2016, 5/6/21, 9/1/22 9116 Harding Ave	303 Surfside - 4 Townhouses (2018) 303 Surfside - 6 Townhouses (2021) and (2022)	DRG - 11/2/2016, 2/7/2017, 5/18/2017, 6/21 TBD P&Z - 6/27/2018, 6/21, 10/27/22 TC - 4/14/2018 Approval Expired Site Plan Ext -	8 units		None	None		Prior Site Plan approval has expired/ Applying for new	Submitted plans on 9/1/22 and will be reviewed at the P&Z on 10/27/22 with a DRG held on 10/17/22. Concerns with density at the site; pulled from 10/27/22 P&Z agenda. Expecting to be heard at 12/15/22 P&Z
8/29/22 200 96th Street	Application for new construction of a 3-story office bldg. including parking garage at grade and roof deck (15,790 SF of office space)	On-hold as office is not an allowable use under the Comp Plan. Project would need ability to use the Parking Trust Fund							Lawyers discussed plans with Mayor, Commissioner and Town Staff.





**Project Detail Sheet**

**Downtown Walkability Improvements**



**Current Project Phase**

The project is in the design procurement phase. The Downtown Walkability Study was completed in September 2022.

**Project Contact Information**

Department	Planning
Director	Judith Frankel
Engineer of Record	Marlin Engineering, Inc.
Architect of Record	N/A

**Funding**

<i>Total Budgeted*</i>	\$50,000 to date
<i>Budget Approval Date*</i>	September 30, 2021
<i>Commission Authorization to Expend Date*</i>	January 11, 2022

**Planning budget for design and implementation phases has yet to be determined*

**Scope**

The 2 blocks of Harding Avenue from 94th Street to 96th Street provide the entrance to the Town for those arriving from the north. It is also the commercial hub for residents and is visited by vehicles, pedestrians and bicyclists. The corridor carries through traffic traveling south along busy A1A. An evaluation of the feasibility of providing wider sidewalks in this section of Harding Avenue to support safety, provide a more walkable experience for shoppers and slow vehicle speeds has been conducted. Marlin Engineering presented findings to the Town Commission in September 2022. The second phase will be designing and procurement for the alternative chosen by the Commission.

**Project Timeline**

	<u>Phase Start</u>	<u>Phase End</u>
<i>Notice to Proceed</i>	<i>January 2022</i>	<i>January 2022</i>
<i>Planning Study</i>	<i>January 2022</i>	<i>September 2022</i>
<i>Design Phase *</i>	<i>December 2022</i>	<i>July 2023</i>
<i>Permitting and Implementation*</i>	<i>May 2023</i>	<i>September 2023</i>
<i>Results review and planning*</i>	<i>July 2023</i>	<i>September 2023</i>

**Estimates assume direction and funds are provided early in FY 2023 Qtr. 1*

**Project Update**

The Study included a literature review, data collection, existing conditions analysis, public outreach and 3 alternatives. Video cameras monitored pedestrian, bicyclists and vehicles in the downtown during peak season. Parking occupancy counts were collected for weekday and weekend conditions. Surveys collected from 162 public and 18 businesses. At the September, 2022 Town Commission meeting, Alternative 1 was chosen from three improvement alternatives that were presented. Alternative 1 installs aesthetically designed crosswalks and parklets along Harding Avenue. Funds for design and implementation for this phase have not yet been allocated.



## Hawthorne Tot Lot Upgrades

### Picture



### Current Project Phase

Awaiting Commission approval to expend funds

### Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record	N/A
Architect of Record	N/A

### Funding

Total Budgeted	\$555,000
Budget Approval Date	August 9, 2022
Commission Authorization to Expend Date	November 2022 Commission Meeting

### Scope

Town staff was tasked to complete multiple upgrades to the Hawthorne Tot Lot Park. Those upgrades include: New surfacing (poured in rubber), more shade structures, new playground equipment and outdoor exercise equipment with ADA accessibility. A site survey and arborist assessment were required to complete the upgrades. In order to be able to install root barriers around each tree inside the Park, extensive pruning will be required. Root Barriers will be installed 10 ft. around each tree. The root barriers will ensure the roots do not cause damage to the new poured in rubber surface. Surveillance will also be install around the Park.

### Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
Procurement	August 2022	November 2022
Site Survey	August 2022	September 2022
Arborist Assessment	September 2022	September 2022
Construction (est.)	November 2022	March 2023

### Project Update

KCI completed the site survey on September 9, 2022. Brightview Landscaping completed the arborist assessment on September 29, 2022. Received all final proposals from Gametime (equipment, etc.), Brightview (landscaping), and Streamline (security cameras) to complete this project. The item is on the November Commission meeting agenda for approval to expend the funds and move forward with the project.





## 96th Street Park

### Picture



### Current Project Phase

Construction Procurement Phase

### Project Contact Information

Department	Public Works
Director	Hector Gomez
Architect of Record	Savino Miller Design
Project Management	300 Engineering

### Funding

Total Budgeted*	\$3,271,928
Budget Approval Date	September 28, 2022

* - Budget amendment is required

Commission Authorization to Expend Date	November 2022 Commission Meeting
-----------------------------------------	-------------------------------------

### Scope

The Town has finalized the design of 96th Street Park and is currently finalizing the permits required to commence the construction phase. RFP 2022-05 was advertised with bids received and evaluated.

The project is a full park re-development with a 2-story multi-use structure, an artificial turf field, and play ground area. A kayak launch component has also been incorporated.

### Project Timeline

Procurement and Selection  
 Permitting  
 Construction (est.)  
 Commissioning (est.)

### Phase Start

August 2022  
 March 2022  
 January 2023  
 January 2024

### Phase End

November 2022  
 January 2023  
 January 2024  
 February 2024

### Project Update

RFP 2022-05, 96th Street Park Construction bid submissions were received October 21, 2022 with two evaluations to occur prior to contractor recommendation to the Town Commission. Contractor recommendation with request for expenditure is part of the November 2022 Commission Meeting. A project schedule will be provided once the Town finalizes with perspective awarded contractor.



## Tennis and Recreation Center Project

### Picture



### Current Project Phase

Design Procurement Phase

### Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record*	The Corradino Group
Architect of Record*	William Lane Architect

* - Currently negotiating under Florida CCNA guidelines

### Funding

Total Budgeted	\$1,945,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	November 2022 Commission Meeting

### Scope

Design and build a 2-story Tennis and Recreation Center facility where the current Tennis center is located. The project is to include a roof level pickleball courts, community gymnasium with equipment, office space and flex space for community programming.

### Project Timeline

Design Team Procurement  
 Design and Engineering (est.)  
 Construction Procurement (est.)  
 Construction (est.)

### Phase Start

September 2022  
 December 2022  
 October 2023  
 March 2024

### Phase End

November 2022  
 December 2023  
 February 2024  
 March 2025

### Project Update

The Town is currently negotiating design and engineering services contract with the Corradino Group with a project duration of 12-months. The Town has meet with the Corradino Group and sub-contractors to better understand the project intent and existing conditions. Town Administration will provide a scope of services proposal with project specific agreement contract to the Town Commission for review and approval in the November 2022 Commission Meeting. A design schedule will be requested from the Corradino Group once contracted.





## Town-wide Traffic Study

### Picture



### Current Project Phase

Planning Phase

### Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	The Corradino Group
Architect of Record	N/A
Project Management	The Corradino Group

### Funding

Total Budgeted	\$204,500
Budget Approval Date	FY22 Budget Amd. No. 7
Commission Authorization to Expend Date	July 12, 2022 Commission Meeting

### Scope

An objective of the Town Commission and Town Administration is to increase traffic calming throughout the Town and increase pedestrian safety. The previous Town-wide traffic study was performed in 2012 and it warranted various safety features to be installed. For example, the majority of the speed control traffic bumps and traffic roundabouts were a result of recommendations from the 2012 traffic study. It is recommended to update the traffic study every ten years in order to capture new conditions as a result of changes in population growth and development. The Corradino Group has previously provided traffic engineering services to the Town and was retained for negotiations in order to provide a scope of services for a Town-wide traffic study.

### Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
Traffic Data Collection	September 2022	November 2022
Traffic Operation Analysis	December 2022	January 2023
Traffic Calming Analysis	December 2022	October 2023
Safety Review	December 2022	October 2023
Traffic Calming Improvement Plan	March 2023	November 2023
Community Outreach Meeting	October 2023	November 2023

### Project Update

During September 2022, the first set of traffic data collection occurred with a second set to occur for other areas in 2023. Currently, consultant is obtaining crash report data records for all agencies. Consultant will be brought in for a project update to be provided to the Town Commission in November 2022. Refer to the project schedule provided.

MONTHS FROM NTP																
Task	Task Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Traffic Data Collection			**												
2	Traffic Data Collection- Supplemental					**										
3	Traffic Operational Analysis														**	
4	Traffic Calming Analysis										**					
5	Safety Review														**	
6	Traffic Calming Improvement Plan															**
7	Community Outreach Meeting														**	
8	Traffic Study Technical Memorandum															**

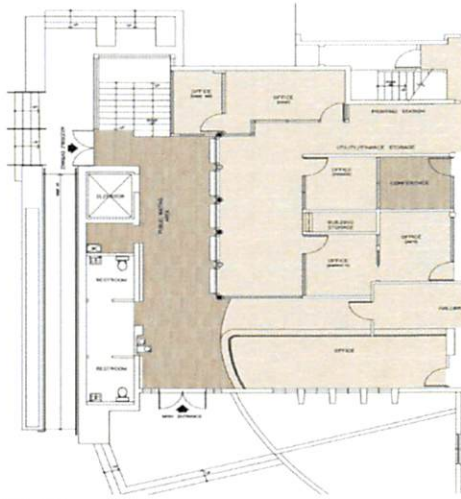
* Purchase Order was issued on 08/05/2022. NTP month one is September 2022 when the traffic data collection commenced.





**PROJECT NAME: FRONT LOBBY/OFFICES RENOVATION**

**Picture**



FLOOR FINISH PLAN-RENDERED

**Current Project Phase**

Construction Phase

**Project Contact Information**

Department	Building
Director	Jim McGuinness
Engineer of Record	ALFREDO CARBONEL,P.E.
Architect of Record	ALFREDO CARBONEL, P.E.
Contractor	RMB General Contractors, Inc.

**Funding**

Total Budgeted	\$298,471
Budget Approval Date	June 14, 2022
Commission Authorization to Expend Date	June 14, 2022

**Scope**

Redesign, demolish and reconstruct/renovate front offices and lobby area with a new open design to create a warm, modern and welcoming Customer Service Experience and Positive Work Environment.

**Project Timeline**

	<u>Phase Start</u>	<u>Phase End</u>
FLOOR PLAN DESIGN	October 2021	December 2021
CONSTRUCTION PLANS	January 2022	March 2022
CONTRACTOR SELECTION	April 2022	June 2022
PRICING/CONTRACT NEGOT.	July 2022	September 2022
COMPLETE DEMOLITION/TEMP WALL	July 2022	September 2022
INSTALL ROUGH FRAMING	July 2022	September 2022
ELECTRICAL/MECHANICAL ROUGH	October 2022	December 2022
FLOOR TILE/DRY WALL INSTALLATION	October 2022	December 2022
FINAL TRADE/BUILDING INSPECTIONS	October 2022	December 2022
REMOVE TEMP WALL /INSTALL LOBBY TILE	November 2022	December 2022
PROJECT COMPLETION	November 2022	December 2022

**Project Update**

Demolition of existing office area is completed. Construction of temporary lobby wall is completed. Rough wall framing is completed. Electrical and mechanical are being roughed-in as of October 6, 2022. The next step is installation of office floor tile which will commence on or about November 2022. Mechanical, electrical and framing inspections will then be performed. The project will then proceed with glass partition (walls and windows) installation and rolling doors to be installed upon arrival. Final phase of project will be the removal of the existing temporary lobby wall and installation of new floor tile in lobby.



# 91st Street - "Surfside Boulevard" Beautification Project

## Picture



## Current Project Phase

Scoping Phase

## Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	TBD
Architect of Record	TBD
Project Management	TBD

## Funding

Total Budgeted	\$1,050,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	Tentative for January 2023 Commission Meeting

## Scope

Through various sources, the Town has obtained funds with the intent to beautify the current 91st Street also known as Surfside Boulevard. The project beautification scope of services is to be determined but will follow after major utilities project occur in the area.

## Project Timeline

Procuring of Engineering (est.)  
 Plan and Study  
 Engineering & Design (est.)  
 Permitting (est.)  
 Grant Agreement and Funding

## Phase Start

December 2022  
 February 2023  
 October 2023  
 November 2023  
 December 2022

## Phase End

January 2023  
 October 2023  
 November 2023  
 January 2024  
 February 2024

## Project Update

Town is coordinating an additional funding source from Village of Indian Creek. Town is pending coordination with 91st Street between Harding Avenue and Collins Avenue design to define scope of services prior to procurement of engineering firm.



## Town-Wide Utilities Undergrounding Project

### Picture

# TOWN OF SURFSIDE

## UNDERGROUNDING OF UTILITIES

### PHASE 1 - UTILITY COORDINATION PLANS

CITY PROJECT NO. FY 21-00473  
 KCI PROJECT NO. 482021474.00  
 DECEMBER 07, 2021

LIST OF OFFICIALS	
COMMISSIONER	W. B. BARNETT
MANAGER	W. B. BARNETT
PLANNING DIRECTOR	W. B. BARNETT
ENGINEER OF RECORD	W. B. BARNETT
ARCHITECT OF RECORD	W. B. BARNETT
PROJECT MANAGER	W. B. BARNETT

LIST OF SHEETS	
PHASE 1 - UTILITY COORDINATION PLANS	1
PHASE 2 - UTILITY COORDINATION PLANS	2
PHASE 3 - UTILITY COORDINATION PLANS	3
PHASE 4 - UTILITY COORDINATION PLANS	4
PHASE 5 - UTILITY COORDINATION PLANS	5



THE PROJECT OR PART THEREOF IS SUBJECT TO THE SURFSIDE EXECUTIVE SUMMARY ESTIMATE AND THE SURFSIDE EXECUTIVE SUMMARY ESTIMATE IS SUBJECT TO THE SURFSIDE EXECUTIVE SUMMARY ESTIMATE. THE PROJECT OR PART THEREOF IS SUBJECT TO THE SURFSIDE EXECUTIVE SUMMARY ESTIMATE AND THE SURFSIDE EXECUTIVE SUMMARY ESTIMATE IS SUBJECT TO THE SURFSIDE EXECUTIVE SUMMARY ESTIMATE. THE PROJECT OR PART THEREOF IS SUBJECT TO THE SURFSIDE EXECUTIVE SUMMARY ESTIMATE AND THE SURFSIDE EXECUTIVE SUMMARY ESTIMATE IS SUBJECT TO THE SURFSIDE EXECUTIVE SUMMARY ESTIMATE.



PREPARED BY:  
**ENGINEERS | PLANNERS | SCIENTISTS**  
**CONSTRUCTION MANAGERS**  
 KCI  
 10000 W. B. BARNETT BLVD., SUITE 100  
 SURFSIDE, FL 33154  
 PHONE: (305) 991-4993  
 FAX: (305) 991-4994



PRELIMINARY  
 NOT FOR CONSTRUCTION

### Current Project Phase

Engineering and Design Phase

### Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	KCI Technologies
Architect of Record	N/A
Project Management	HPF Associates

### Funding

Total Budgeted*	\$37,178,512
Budget Approval Date**	Varies
Commission Authorization to Expend Date	Various agreements have been approved to date

* - Budget figure is based on Surfside Executive Summary estimate  
 ** - Various agreements have been approved to date.

### Scope

The project consists of the undergrounding all current above ground utilities throughout Town. These utilities include electrical mains, feeders, communications and residential drop connections. The project debt issuance was approved through voter referendum during the 2022 General Elections. The Town has executed various agreements with different providers in order to perform the design phase of the project. The project is under the project management of HPF Associates.

### Project Timeline

Design Phase (Phase II)  
 Procurement (est.)  
 Construction Phase I (est.)

### Phase Start

May 2022  
 May 2023  
 January 2024

### Phase End

September 2023  
 December 2023  
 TBD

### Project Update

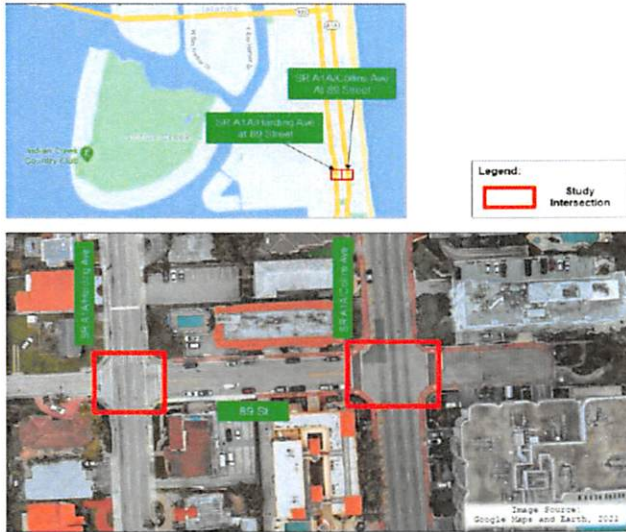
Refer to attached project summary executive estimate for total cost. Design phase is expected to be completed for September 2023. Debt issuance is required in order to commence project.





## Florida Department of Transportation (FDOT) Crosswalk Projects

### Picture



### Current Project Phase

State funding allocation

### Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	FDOT
Architect of Record	FDOT
Project Management	FDOT

### Funding

Total Budgeted*	\$0 (Town)
Budget Approval Date	NA
Commission Authorization to Expend Date	NA

*Project will be funded and managed by FDOT.

### Scope

The Town requested Florida Department of Transportation to perform a study of three critical intersections along the Harding Avenue and Collins Avenue corridor in order to analyze the need for development of safe pedestrian crossing infrastructure; specifically at the intersections of 89 Street and 90 Street. The State performed a warrant study and concluded that a pedestrian crosswalk is required. The warrant study was submitted for budget appropriations which is pending. This project is a sole FDOT project of which the Town is actively following.

### Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
Warrant Study (FDOT)	<i>Finalized</i>	<i>Finalized</i>
State Level Appropriations - (est.)	<i>December 2022</i>	<i>December 2022</i>
Procurement (FDOT) - TBD	<i>TBD</i>	<i>TBD</i>
Construction (FDOT) - TBD	<i>TBD</i>	<i>TBD</i>

### Project Update

The Town was advised by FDOT that funding allocation update will be provided in December 2022. Refer to the attached warrant studies performed.



## Evaluation of Pedestrian Crossing SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

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**Date:** May 19, 2021  
**To:** Isis Sotolongo, FDOT Project Manager  
**From:** Eugenio S. Lopez, P.E.; Jessica Garcia, E.I.  
**Subject:** Evaluation of Pedestrian Crossing (FINAL) – SR A1A/Harding Avenue (87060001)  
and SR A1A/Collins Avenue (87060000) at 89 Street

**FPID No.:** 415239-4-32-1      **FDOT Contract No.:** CA577      **Task No.:** 12

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### 1.0 INTRODUCTION

The Florida Department of Transportation (FDOT) District Six Traffic Operations' Office (Department) assigned Choice Engineering Consultants, Inc. to evaluate whether the existing marked pedestrian crossing at SR A1A/Harding Avenue and 89 Street should be enhanced and whether it is warranted to provide a pedestrian crossing on SR A1A/Collins Avenue at 89 Street, in Miami-Dade County, Florida. The evaluation focuses on assessing the safety and crossing activity of pedestrians and bicyclists within the study limits per the guidelines presented by the latest edition of the FDOT Traffic Engineering Manual. This study originated from a citizen's request to evaluate the installation of additional pedestrian safety features at the intersection of SR A1A/Harding Avenue and 89 Street and provide a marked crossing at SR A1A/Collins Avenue and 89 Street (CTP #2020-12-0008). The Department CTP #2020-12-0008 is included in **Attachment A**.

### 2.0 EXISTING CONDITIONS

The study locations are the stop-controlled, four-legged intersections of SR A1A/Harding Avenue (Roadway Section 87060001) and SR A1A/Collins Avenue (Roadway Section 87060000) at 89 Street, located in Miami-Dade County, Florida, as presented in **Figure 1**. Within the study area, 89 Street is a two-lane undivided road with an east-west orientation and a 20 MPH posted speed limit. SR A1A/Harding Avenue is a three-lane one-way road in the southbound direction and SR A1A/Collins Avenue is a three-lane one-way road, with a bicycle lane, in the northbound direction. SR A1A is classified as an urban principal arterial other and has a posted speed limit of 30 MPH. The context classification of SR A1A/Harding Avenue is C4 Urban General and SR A1A/Collins Avenue is C5 Urban Center. FDOT defines these context classifications as a "mix of uses set within small blocks with a well-connected roadway network". **Photograph 1** shows the intersection of SR A1A/Harding Avenue and 89 Street with the existing advance stop bar. **Photograph 2** shows the intersection of SR A1A/Collins Avenue and 89 Street.





Photograph 1: Looking South - View of SR A1A/Harding Avenue and 89 Street Intersection



Photograph 2: Looking South - View of SR A1A/Collins Avenue and 89 Street Intersection

### Street Lighting

Street lighting is provided on both sides of SR A1A/Harding Avenue and SR A1A/Collins Avenue and on the north side of 89 Street. On SR A1A/Harding Avenue, a streetlight is present directly above the advance stop bar providing illumination for pedestrians that may be crossing the north leg of SR A1A/Harding Avenue and 89 Street at night.



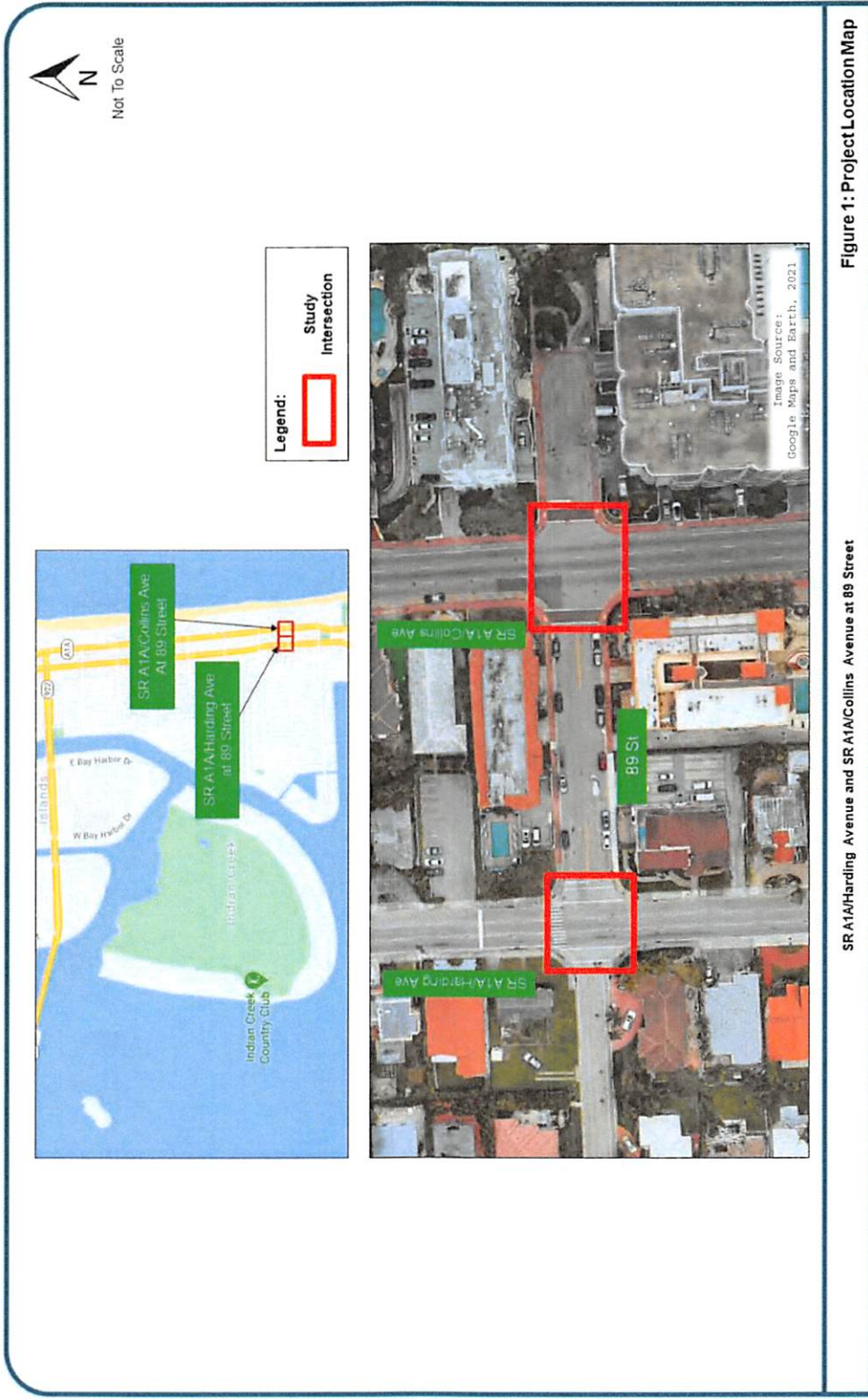


Figure 1: Project Location Map

SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

**Pedestrian/Bicycle Amenities**

The study intersections are unsignalized and are approximately 300 feet apart. The intersection of SR A1A/Harding Avenue at 89 Street provides special emphasis pedestrian crosswalks across each leg of the intersection, except at the south leg. The intersection of SR A1A/Collins Avenue at 89 Street provides pedestrian crosswalks at the east and west legs. On SR A1A/Harding Avenue there is an advance stop bar present on the north leg. As previously presented in **Photograph 1**, in-street pedestrian crossing (R1-6a) signs, reminding drivers of right-of-way laws at an unsignalized pedestrian crossing, are present. Detectable pedestrian warning pads are provided on each end of the crosswalks at each intersection and continuous sidewalks exist along both sides of SR A1A.

**Land Use**

The intersection of SR A1A/Harding Avenue at 89 Street has a CASA Christian church on its southeast corner. The other corners are occupied by residential homes and apartment buildings. Similarly, the intersection of SR A1A/Collins Avenue at 89 Street is surrounded by condominiums. The east leg of SR A1A/Collins Avenue at 89 Street leads to a public beach entrance and provides access to a pedestrian and bike path along the beach as well.

**Relevant FDOT Projects & Studies**

The following FDOT studies were identified within the study limits:

- **RRR Safety Review** (October 2019) for SR A1A/Harding Avenue/Abbott Avenue from North of 96 Street to North of Indian Creek Drive: Contract C-9U47; Task No. 21; FPID No. 250759-3-22-0. This study intended to preserve and extend the service life of the roadway by milling and resurfacing the existing pavement and to enhance the general highway safety. Additionally, it includes necessary pedestrian modifications to comply with ADA requirements and standard. The recommendations included reducing the side street crosswalk width or relocating crosswalks to relocate the stop bars closer to the intersections. This was recommended at all intersections except at 71 Street, 94 Street, 95 Street, and 96 Street, where the highest pedestrian activity was observed. The signing and pavement marking plans for this study are included in **Attachment B-1**.
- **Lighting Project** (June 2019) for SR A1A/Collins Avenue signalized intersections from 67 Street to Harbour Way West: Contract T-6483; FPID No. 440171-1-52-01. The purpose of this project is to install complete light poles and retrofit existing light poles with their respective luminaire where necessary along the corridor of SR A1A. The lighting plans for this project are included in **Attachment B-2**.





## Evaluation of Pedestrian Crossing SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

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### 3.0 CRASH SUMMARY & ANALYSIS

The crash data for the five most recent and officially approved years for analysis (from January 2014 to December 2018) was downloaded from the FDOT's Crash Analysis Reporting (CAR) Online for the following roadway section(s):

- SR A1A/Harding Avenue: 87-060-001 from approximately 350 feet north of 89 Street (MP 0.843) to approximately 350 feet south of 89 Street (MP 0.975).
- SR A1A/Collins Avenue: 87-060-000 from approximately 350 feet north of 89 Street (MP 10.799) to approximately 350 feet south of 89 Street (MP 10.667).

The police report for all pedestrian/bicycle crashes were downloaded from CAR Online to verify crash type and crash location. The police report for all "Not Coded" crash types were also downloaded to confirm whether these crashes were pedestrian or bicycle related crashes; subsequently, the crash data was updated accordingly. Based on the crash data and police reports, crash summaries for all crashes were developed for the study intersections for the five-year study period. A collision diagram was not created due to the low number of pedestrian/bicycles crashes. The crash summaries and CARS data for all crashes are included in **Attachment C-1** (SR A1A/Harding Avenue) and **Attachment C-2** (SR A1A/Collins Avenue).

In addition, Signal 4 Analytics was used as a supplemental source for the period from January 1, 2019, to February 7, 2021. The main intent for using Signal 4 was to identify any pedestrian or bicycle crashes resulting in severe injury during this period. Signal 4 is "an interactive, web-based system designed to support the crash mapping and analysis needs of law enforcement, traffic engineering, transportation planning agencies, and research institutions in the state of Florida."

The overall crash statistics for CAR are presented first, followed by Signal 4 and the major findings for the study intersections related to pedestrian/bicycle crashes.

### 3.1 SR A1A/HARDING AVENUE AT 89 STREET

#### **FDOT CARS:**

Based on the crash data reviewed, a total of 15 crashes were documented within the study intersection during the referenced five-year period with 2 crashes in 2014, 4 crashes in 2015, 2 crashes in 2016, 3 crashes in 2017, and 4 crashes in 2018, as presented in **Table 1**. Crash summaries are included in **Attachment C-1 and C-2**.

- **Leading Crash Types & Expected Values Analysis (if applicable):** The two leading crash types along the study intersection were Angle with 7 crashes (47%) and Rear-end with 4 crashes (27%).



## Evaluation of Pedestrian Crossing SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

No Expected Values Analysis (EVA) was performed since these values are not available for this type of intersection.

**Table 1: FDOT CAR Crash Summary for SR A1A/Harding Avenue at 89 Street (2014-2018)**

SR A1A/Harding Avenue at 89 Street  Segment/Spot with No Expected Values Available		Number of Crashes					5 Year Total Crashes	Mean Crashes Per Year	%	Expected Annual Crash Value	
		Year								Abnormally High Crashes per year	
		2014	2015	2016	2017	2018				90th percentile	95th percentile
CRASH TYPE	Rear End	1	1	0	1	1	4	0.80	26.7%	0.00	0.00
	Head On	0	0	0	0	0	0	0.00	0.0%	0.00	0.00
	Angle	0	3	1	1	2	7	1.40	46.7%	0.00	0.00
	Left Turn	1	0	0	0	0	1	0.20	6.7%	0.00	0.00
	Right Turn	0	0	0	0	0	0	0.00	0.0%	0.00	0.00
	Sideswipe	0	0	0	1	0	1	0.20	6.7%	0.00	0.00
	Backed Into	0	0	0	0	0	0	0.00	0.0%	0.00	0.00
	Pedestrian	0	0	0	0	1	1	0.20	6.7%	0.00	0.00
	Bicycle	0	0	0	0	0	0	0.00	0.0%	0.00	0.00
	Fixed Object	0	0	0	0	0	0	0.00	0.0%	0.00	0.00
	Other Non-Collisions	0	0	0	0	0	0	0.00	0.0%	0.00	0.00
	Overturn/Rollover	0	0	0	0	0	0	0.00	0.0%	0.00	0.00
Others	0	0	1	0	0	1	0.20	6.7%	0.00	0.00	
	<b>Total Crashes</b>	<b>2</b>	<b>4</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>15</b>	<b>3.00</b>	<b>100.0%</b>	<b>0.00</b>	<b>0.00</b>
SEVERITY	PDO Crashes	1	3	1	2	3	10	2.00	66.7%	0.00	0.00
	Fatal Crashes	0	1	0	0	0	1	0.20	6.7%	0.00	0.00
	Injury Crashes	1	0	1	1	1	4	0.80	26.7%	0.00	0.00
LIGHTING CONDITIONS	Daylight	2	4	2	3	3	14	2.80	93.3%	0.00	0.00
	Dusk	0	0	0	0	0	0	0.00	0.0%	0.00	0.00
	Dawn	0	0	0	0	0	0	0.00	0.0%	0.00	0.00
	Dark	0	0	0	0	1	1	0.20	6.7%	0.00	0.00
	Unknown	0	0	0	0	0	0	0.00	0.0%	0.00	0.00
SURFACE CONDITIONS	Dry	2	4	2	3	3	14	2.80	93.3%	0.00	0.00
	Wet	0	0	0	0	1	1	0.20	6.7%	0.00	0.00
	Others	0	0	0	0	0	0	0.00	0.0%	0.00	0.00

- **Pedestrian and Bicycle Crashes:** There was 1 (7%) pedestrian crash and no bicycle crashes documented within the study intersection during the five-year study period. The pedestrian crash occurred in 2018 and is discussed in detail at the end of Section 3.1.
- **Nighttime and Wet Pavement:** There was 1 nighttime crash (7%) reported and 1 (7%) of the total crashes reported to have occurred under wet/slippery pavement conditions.
- **Crash Severity:** Based on crash severity, 67% (10 crashes) of all crashes resulted in property damage only crashes, 26% (4 crashes) in injury crashes, and 7% (1 crash) in fatal crashes.
- **Peak Crash Period:** Most crashes occurred between 1 PM and 3 PM (2-hour period) with 5 crashes (33%).





**Evaluation of Pedestrian Crossing  
SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street**

- High Crash Location:** Based on the confidence level analysis performed, the study intersection is not considered to have an abnormally high number of crashes, as presented in **Table 2**. The Highway Safety Improvement Program identifies urban intersections and segments within a confidence level of 99.95% or greater to be locations with abnormally high crashes. The crash rates for the intersection are also below the District-wide average and critical crash rates. Based on the Department’s high crash lists for segments and intersections for the crash period, the study intersection is not part of a high crash location.

**Table 2: Confidence Levels & Crash Rates for SR A1A/Harding Avenue at 89 Street (2014-2018)**

SR A1A/Harding Avenue at 89 Street Study Intersection		Year				
		2014	2015	2016	2017	2018
CONFIDENCE LEVELS	Percentages	50.00%	50.00%	50.00%	50.00%	50.00%
CRASH RATES	Actual Crash Rate	0.211	0.414	0.203	0.335	0.430
	D6 Avg Crash Rate	2.061	1.822	1.844	2.061	2.232
	Critical Crash Rate	3.542	3.199	3.217	3.585	3.790

**Signal 4 Analytics:**

Signal 4 Analytics identified 1 pedestrian crash within the study intersection from January 1, 2019, to February 7, 2021. This pedestrian crash occurred in 2021 and resulted in a non-incapacitating injury. This crash occurred between a pedestrian crossing SR A1A/Harding Avenue on the north leg in the east direction through the marked crosswalk and a vehicle driving south on SR A1A/Harding Avenue. No bicycle crashes have been documented during this period within the study intersection. This crash is discussed in detail at the end of Section 3.1.



## Evaluation of Pedestrian Crossing SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

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### Major Findings:

Based on the pedestrian/bicycle crashes documented within the study intersection from January 1, 2014, to February 7, 2020, the following is stated (refer to **Table 3**):

- The 2021 non-incapacitating injury crash which initiated this study occurred on a Monday at 9:19 AM. A pregnant woman was hit while crossing the north leg of the SR A1A/Harding Avenue and 89 Street intersection in the eastbound direction at a marked location with a special emphasis crosswalk, advance stop bar, and the required signage. The driver of the vehicle, who was travelling southbound on SR A1A/Harding Avenue, collided with the pedestrian when she was crossing the center lane of the road. Vehicle was driving in a careless manner. This crash involved a pedestrian who resided within 600 feet from the SR A1A/Harding Avenue and 89 Street intersection.
- The 2018 non-incapacitating injury crash occurred on a Thursday at 4:10 PM. A pedestrian on rollerblades was hit while crossing the west leg of the SR A1A/Harding Avenue and 89 Street intersection in the northbound direction at a marked location with a special emphasis crosswalk and subsequent signage. The driver of the vehicle, who was travelling westbound on 89 Street, failed to look southbound when travelling through the intersection due to SR A1A/Harding Avenue being a one-way street in the southbound direction.
- Both of the pedestrian crashes discussed above occurred during the day and under dry pavement conditions.

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**Evaluation of Pedestrian Crossing  
SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street**

Table 3: Pedestrian/Bicycle Crash Summary (1/1/2014 to 2/7/2020) for Study Intersection

No	Year	Data Source	Crash Type	Age Group	Gender	Nighttime	Time	Day	Cloudy	Injury Severity	Distance from Ped/Bike Residence to SR A1A at 89 Street	Ped/Bike Failed to Yield ROW	Ped/Bike Crossed at Undesignated Location (Midblock or w/o Crosswalk)	Comment(s)
1	2018	FDOT CARS	Ped	<35	Male		4:10 PM	Thu		Non-Incapacitating	1.5 miles			Vehicle driving in careless manner
2	2021	SIGNAL 4	Ped	<35	Female		9:19 AM	Mon		Non-Incapacitating	600 feet			Vehicle failed to yield right-of-way to pedestrian

Note: This table presents a summary of all pedestrian and bicycle crashes documented within the study intersection based on FDOT CARS data (2014-2018) and Signal 4 data (2019 to 2/7/2021).

(This area was intentionally left blank)



## Evaluation of Pedestrian Crossing SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

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### 3.2 SR A1A/COLLINS AVENUE AT 89 STREET

#### **FDOT CARS:**

Based on the crash data reviewed, a total of 17 crashes were documented within the study intersection during the referenced five-year period with 6 crashes in 2014, 5 crashes in 2015, 1 crash in 2016, 3 crashes in 2017, and 2 crashes in 2018, as presented in **Table 4**. Crash summaries are included in **Attachment C-1 and C-2**.

- **Leading Crash Types & Expected Values Analysis (if applicable):** The three leading crash types at the study intersection were Rear-end with 7 crashes (41%), Angle with 5 crashes (29%), and Sideswipe with 3 crashes (18%). No Expected Values Analysis (EVA) was performed since these values are not available for this type of intersection.
- **Pedestrian and Bicycle Crashes:** There was no pedestrian and bicycle crashes documented within the study intersection during the five-year study period.
- **Nighttime and Wet Pavement:** There were no nighttime crashes reported and 1 (6%) of the total crashes was reported to have occurred under wet/slippery pavement conditions.
- **Crash Severity:** Based on crash severity, 71% (12 crashes) of all crashes resulted in property damage only crashes and 29% (5 crashes) in injury crashes. There was no fatal crash reported during the five-year study period.
- **Peak Crash Period:** Most crashes occurred between 3 PM and 5 PM (2-hour period) with 6 crashes (35%) and between 11 AM and 1 PM (2-hour period) with 5 crashes (29%).
- **High Crash Location:** Based on the confidence level analysis performed, the study intersection is not considered to have an abnormally high number of crashes, as presented in **Table 5**. The Highway Safety Improvement Program identifies urban intersections and segments within a confidence level of 99.95% or greater to be locations with abnormally high crashes. The crash rates for the intersection are also below the District-wide average and critical crash rates. Based on the Department's high crash lists for segments and intersections for the crash period, the study intersection is not part of a high crash location.

#### **Signal 4 Analytics:**

Signal 4 Analytics identified no pedestrian or bicycle crashes at the study intersection from January 1, 2019, to February 7, 2021.



**Evaluation of Pedestrian Crossing  
SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street**

**Table 4: FDOT CARS Crash Summary for SR A1A/Collins Avenue at 89 Street (2014-2018)**

SR A1A/Collins Avenue at 89 Street  Segment/Spot with No Expected Values Available		Number of Crashes					5 Year Total Crashes	Mean Crashes Per Year	%
		Year							
		2014	2015	2016	2017	2018			
CRASH TYPE	Rear End	3	2	0	1	1	7	1.40	41.2%
	Head On	0	0	0	0	0	0	0.00	0.0%
	Angle	2	0	1	2	0	5	1.00	29.4%
	Left Turn	0	0	0	0	0	0	0.00	0.0%
	Right Turn	0	0	0	0	0	0	0.00	0.0%
	Sideswipe	0	3	0	0	0	3	0.60	17.6%
	Backed Into	0	0	0	0	0	0	0.00	0.0%
	Pedestrian	0	0	0	0	0	0	0.00	0.0%
	Bicycle	0	0	0	0	0	0	0.00	0.0%
	Fixed Object	1	0	0	0	0	1	0.20	5.9%
	Other Non-Collisions	0	0	0	0	0	0	0.00	0.0%
	Overturn/Rollover	0	0	0	0	0	0	0.00	0.0%
	Others	0	0	0	0	1	1	0.20	5.9%
	<b>Total Crashes</b>	<b>6</b>	<b>5</b>	<b>1</b>	<b>3</b>	<b>2</b>	<b>17</b>	<b>3.40</b>	<b>100.0%</b>
SEVERITY	PDO Crashes	4	5	0	2	1	12	2.40	70.6%
	Fatal Crashes	0	0	0	0	0	0	0.00	0.0%
	Injury Crashes	2	0	1	1	1	5	1.00	29.4%
LIGHTING CONDITIONS	Daylight	6	5	1	3	2	17	3.40	100.0%
	Dusk	0	0	0	0	0	0	0.00	0.0%
	Dawn	0	0	0	0	0	0	0.00	0.0%
	Dark	0	0	0	0	0	0	0.00	0.0%
	Unknown	0	0	0	0	0	0	0.00	0.0%
SURFACE CONDITIONS	Dry	6	4	1	3	2	16	3.20	94.1%
	Wet	0	1	0	0	0	1	0.20	5.9%
	Others	0	0	0	0	0	0	0.00	0.0%

**Table 5: Confidence Levels & Crash Rates for SR A1A/Collins Avenue at 89 Street (2014-2018)**

SR A1A/Collins Avenue at 89 Street Study Intersection		Year				
		2014	2015	2016	2017	2018
CONFIDENCE LEVELS	Percentages	50.00%	50.00%	50.00%	50.00%	50.00%
CRASH RATES	Actual Crash Rate	0.765	0.559	0.110	0.391	0.249
	D6 Avg Crash Rate	2.061	1.822	1.844	2.061	2.232
	Critical Crash Rate	3.684	3.252	3.269	3.702	3.905





**Evaluation of Pedestrian Crossing  
SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street**

**4.0 TRAFFIC DATA**

**4.1 72-HOUR TRAFFIC VOLUME COUNTS**

Daily continuous vehicle counts were collected for the main roads, SR A1A/Harding Avenue and SR A1A/Collins Avenue, with Automatic Traffic Recorders from Thursday, January 14, 2021, to Saturday, January 16, 2021. The data is summarized in **Tables 6-1** and **6-2**. The following are the major findings for both study intersections:

- The hourly vehicle counts are very consistent for Thursday and Friday with a peak period observed from 3:00 PM to 6:00 PM. The peak period for Saturday is from 11:00 AM to 3:00 PM. No other localized peaks are observed, with traffic increasing through the morning and early afternoon, peaking late afternoon, and decreasing again in the evening.
- Saturday counts showed slightly higher volumes from midnight to 4:00 AM, when compared to Thursday and Friday.

**Table 6-1: 72-hour Vehicle Counts – SR A1A/Harding Avenue at 89 Street Study Intersection**

Time	Day 1 (Thursday)	Day 2 (Friday)	Day 3 (Saturday)	3-Day Avg
0:00	200	290	336	275
1:00	102	154	182	146
2:00	61	83	121	88
3:00	36	42	75	51
4:00	53	49	72	58
5:00	156	160	117	144
6:00	490	450	280	407
7:00	961	963	472	799
8:00	1162	1191	594	982
9:00	976	1025	711	904
10:00	905	1000	820	908
11:00	980	1066	934	993
12:00	1067	1040	1007	1038
13:00	1003	1110	1100	1071
14:00	1059	1116	1115	1097
15:00	1175	1138	981	1098
16:00	1205	1175	884	1088
17:00	1194	1265	904	1121
18:00	1118	1138	820	1025
19:00	1108	1056	699	954
20:00	848	922	569	780
21:00	657	745	545	649
22:00	594	647	549	597
23:00	453	466	496	472
<b>Total</b>	<b>17,563</b>	<b>18,291</b>	<b>14,383</b>	<b>16,746</b>

Note: Peak periods have been highlighted in this table.



**Evaluation of Pedestrian Crossing  
SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street**

**Table 6-2: 72-hour Vehicle Counts – SR A1A/Collins Avenue at 89 Street Study Intersection**

Time	Day 1 (Thursday)	Day 2 (Friday)	Day 3 (Saturday)	3-Day Avg
0:00	300	351	524	392
1:00	132	187	286	202
2:00	78	109	165	117
3:00	59	62	82	68
4:00	44	53	91	63
5:00	130	156	106	131
6:00	430	422	247	366
7:00	783	803	481	689
8:00	1435	1451	678	1188
9:00	1155	1264	826	1082
10:00	1160	1239	1070	1156
11:00	1282	1347	1181	1270
12:00	1322	1360	1269	1317
13:00	1224	1393	1257	1291
14:00	1365	1557	1260	1394
15:00	1605	1632	1212	1483
16:00	1782	1796	884	1487
17:00	1802	1835	904	1514
18:00	1652	1716	820	1396
19:00	1230	1134	699	1021
20:00	957	930	569	819
21:00	701	769	545	672
22:00	608	679	549	612
23:00	511	625	496	544
<b>Total</b>	<b>21,747</b>	<b>22,870</b>	<b>16,201</b>	<b>20,273</b>

Note: Peak periods have been highlighted in this table.

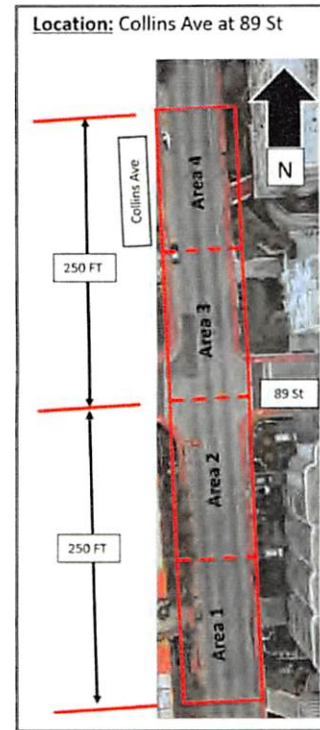
Vehicle volume data is included in **Attachment D-1** (SR A1A/Harding Avenue) and **D-2** (SR A1A/Collins Avenue).



**Legend for Table:**

White	0 pedestrians/bicycles
Light Blue	1, 2, 3 pedestrians/bicycles
Orange	4, 5, 6 pedestrians/bicycles
Dark Blue	7, 8, 9 pedestrians/bicycles
Brown	10 + pedestrians/bicycles

Collins Avenue at 89 Street							
Date	Start Time	End Time	Area 1	Area 2	Area 3	Area 4	Total
Thursday 1/14/2021	7:00 AM	7:15 AM	0	1	1	2	4
	7:15 AM	7:30 AM	0	3	2	5	10
	7:30 AM	7:45 AM	0	0	4	2	6
	7:45 AM	8:00 AM	0	0	1	4	5
	8:00 AM	8:15 AM	0	0	1	2	3
	8:15 AM	8:30 AM	0	0	5	0	5
	8:30 AM	8:45 AM	0	1	3	1	5
	8:45 AM	9:00 AM	0	2	2	3	7
Friday 1/15/2021	4:00 PM	4:15 PM	0	2	5	6	13
	4:15 PM	4:30 PM	0	3	8	2	13
	4:30 PM	4:45 PM	0	1	7	8	16
	4:45 PM	5:00 PM	0	5	1	3	9
	5:00 PM	5:15 PM	0	0	16	2	18
	5:15 PM	5:30 PM	0	1	6	4	11
	5:30 PM	5:45 PM	1	3	5	5	14
Saturday 1/16/2021	5:45 PM	6:00 PM	0	1	2	3	6
	11:30 AM	11:45 AM	0	2	2	0	4
	11:45 AM	12:00 PM	0	1	1	2	4
	12:00 PM	12:15 PM	0	1	6	2	9
	12:15 PM	12:30 PM	0	7	4	3	14
	12:30 PM	12:45 PM	0	0	0	2	2
	12:45 PM	1:00 PM	0	2	8	0	10
	1:00 PM	1:15 PM	0	1	7	8	16
	1:15 PM	1:30 PM	1	0	4	4	9
	1:30 PM	1:45 PM	0	10	3	0	13
	1:45 PM	2:00 PM	0	0	1	3	4
	2:00 PM	2:15 PM	0	0	3	6	9
	2:15 PM	2:30 PM	0	3	2	0	5
2:30 PM	2:45 PM	0	4	2	0	6	
2:45 PM	3:00 PM	0	1	9	0	10	
3:00 PM	3:15 PM	1	6	3	1	11	
3:15 PM	3:30 PM	3	1	1	0	5	



SR A1A/Collins Avenue at 89 Street

Figure 2-2: Data Collection Summary & Areas



## 5.0 FIELD OBSERVATIONS

Field reviews focusing on the pedestrian and bicycle activity, pedestrian characteristics, pedestrian generators/receptors, travel patterns, and pedestrian-vehicle interaction were conducted along the study segment during the following periods:

- Thursday, February 4, 2021, from 7:30 AM - 8:30 AM
- Friday, February 5, 2021, from 4:30 PM - 5:30 PM
- Saturday, February 6, 2021, from 11:30 AM - 12:30 PM

In addition, the availability of gaps for pedestrians to safely cross SR A1A/Harding Avenue and SR A1A/Collins Avenue within the study segment was qualitatively assessed. The field review periods were selected based on the pedestrian/bicycle peak periods indicated in the scope of services for this study. The major field observations are discussed next – see **Photographs 3 through 13**. The following observations and field photographs summarize the main findings at the study intersection and can apply to any period, unless otherwise indicated.

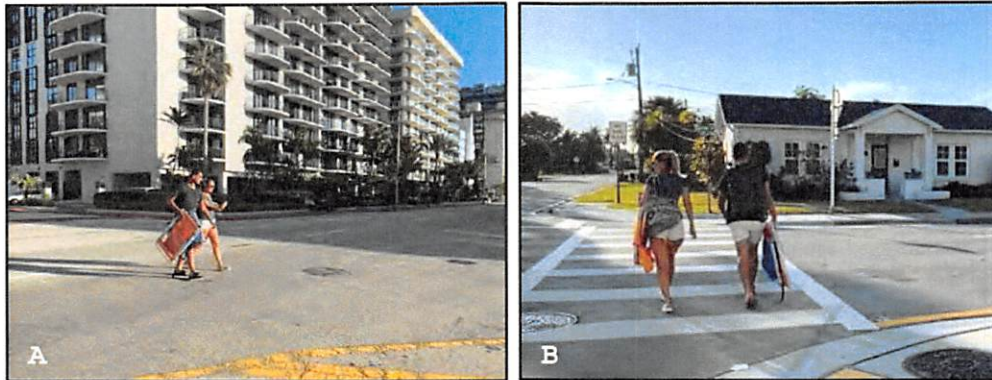
- Pedestrian activity in the area primarily consisted of leisure activities such as biking and running, and pet owners taking their dogs for a walk. One of the main pedestrian attractors is the beach entrance to the east of the SR A1A/Collins Avenue and 89 Street intersection along with the pedestrian and bicyclist path that travels parallel to the beach – see **Photograph 3**. Another attractor appears to be the grass areas amidst the homes located to the west of SR A1A/Harding Avenue as pet owners exiting the nearby apartments would walk their dogs in that direction before returning. The pedestrian generators in the study area include the residential homes to the west of the study intersections and the surrounding condominium and apartment buildings.



**Photograph 3: Pedestrian/Bicyclist Path Parallel to the Beach**

## Evaluation of Pedestrian Crossing SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

- Oftentimes the same pedestrians/bicyclists were seen crossing both intersections of SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street – see **Photograph 4**.



**Photograph 4: Same Couple Observed Crossing Both Study Intersections**

### 5.1 SR A1A/HARDING AVENUE AT 89 STREET

- The pedestrian crossing activity was low during the morning Thursday field review from 7:30 AM – 8:30 AM and moderate on Friday from 4:30 PM to 5:30 PM and Saturday from 11:30 AM - 12:30 PM. Most of the activity observed occurred on Friday.
- As seen in **Photograph 5**, one of the posts and two of the in-street pedestrian crossing (R1-6a) signs, reminding drivers of right-of-way laws at an unsignalized pedestrian crossing, are missing.



**Photograph 5: Missing In-Street Pedestrian Crossing Signs (R1-6a)**



## Evaluation of Pedestrian Crossing SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

- Typically, vehicular traffic moved in platoons allowing visible gaps where it was safer for pedestrians/bicyclists to cross. During the morning peak period of 7:30 AM to 8:30 AM, these gaps decreased. Through this peak period, the queues on SR A1A/Harding Avenue to cross 88 Street occasionally extended into the intersection of 89 Street – see **Photograph 6**. This prohibited vehicles on 89 Street from completing their turning movement and thus blocking the pedestrian crosswalks.



**Photograph 6: Queue Extending into Intersection**

- Occasionally, pedestrians were observed crossing the north leg of the intersection at the stop bar – see **Photograph 7**. It was also common for pedestrians/bicyclists to cross the study intersection on the south leg where there is no marked crosswalk present – see **Photograph 8**. This may be especially dangerous during nighttime as there is no lighting present directly over this location.



**Photograph 7: Pedestrian Crossing at Stop Bar**



**Photograph 8: Pedestrian Crossing South Leg**

## Evaluation of Pedestrian Crossing SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

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- Frequently, motorists approaching the intersection from 89 Street were observed to stop beyond the stop bar and partially blocking the crosswalk – see **Photograph 9**.



**Photograph 9: Vehicle Travelling Westbound on 89 Street Stopped on Crosswalk**

- Most of the time, vehicles travelling southbound on SR A1A/Harding Avenue did not stop for pedestrians at the crosswalk. As a result, pedestrians had to wait for a gap to cross. When vehicles did stop to allow pedestrians to cross, they did not always stop behind the stop bar – see **Photograph 10**. As portrayed in **Photograph 5**, there is good visibility to the pedestrian warning signs prior and at the study intersection informing motorists of pedestrian crossing activity. Occasionally, vehicles appeared to be confused by the stop bar and would slow down before proceeding.



**Photograph 10: Vehicles Stopping Beyond Stop Bar**



**5.2 SR A1A/COLLINS AVENUE AT 89 STREET**

- The pedestrian crossing activity was low during the morning Thursday field review from 7:30 AM – 8:30 AM and moderate on Friday from 4:30 PM to 5:30 PM and Saturday from 11:30 AM - 12:30 PM. Most of the activity observed occurred on Friday.
- Pet owners were seen exiting from apartment buildings such as Rimini Beach and Champlain Towers in the northeast and southeast corners of the study intersection and were seen crossing to walk their pets around the areas of grass in the vicinity – see **Photograph 11**.



**Photograph 11: Owners Walking Their Dogs**

- Vehicles travelling northbound on SR A1A/Collins Avenue did not tend to stop for pedestrians. As a result, pedestrians had to wait for a gap to cross. Typically, vehicular traffic moved in platoons allowing visible gaps where it was safer for pedestrians/bicyclists to cross – see **Photograph 12**.



**Photograph 12: Visible Gaps for Pedestrian to Cross**

- Pedestrians seen crossing the study location, were either on the way to the beach or leaving the beach during Friday field reviews. Bicyclists were seen crossing the intersection as well to go to the pedestrian and bicyclist path that travels parallel to the beach – see **Photograph 13**.



**Photograph 13: Bicyclists Crossing to go to Path Parallel to the Beach**



## 6.0 EVALUATION OF PEDESTRIAN CROSSING AT UNSIGNALIZED INTERSECTION

### 6.1 INSTALLING A MARKED CROSSWALK

Feasibility of installing a marked pedestrian crosswalk at the south leg of the unsignalized intersection of SR A1A/Collins Avenue at 89 Street was evaluated following the guidelines presented by FDOT's Traffic Engineering Manual (TEM) – Section 5.2.

According to FDOT TEM Section 5.2.5.1, the following factors should be considered when evaluating the need to provide a pedestrian crossing (marked crosswalk):

- Proximity to significant generators and attractors
- Recommended levels of pedestrian demand
- Minimum location characteristics

#### **Proximity to significant generators and attractors:**

Based on the field observations and land use, this criterion is met by the proximity of the beach entrance attracting nearby residents and tourists. Furthermore, it was noted that there is a biking and a walking path that travels in the north-south direction beside the beach. Additionally, it was often observed that residents in the area would cross this intersection when walking their dogs.

#### **Recommended levels of pedestrian demand:**

Based on the context classification of "C5 Urban Center", and a posted speed limit of 35 MPH or less, the pedestrian volume demand threshold does not need to be met for the study roadway. Nevertheless, the pedestrian/bicycle data summary in **Figure 2-2** demonstrates that the recommended threshold of 20 or more pedestrians during a single hour (any four consecutive 15-minute periods) of an average day is met. This further establishes the need for a crosswalk across SR A1A/Collins Avenue.

#### **Minimum location characteristics:**

This criterion requires a minimum vehicular volume of 2,000 Average Daily Traffic (ADT) along the roadway segment, which, as seen in **Table 6**, is being exceeded. Furthermore, as required, there is a minimum distance of 300 feet between the proposed pedestrian crossing and the nearest alternative crossing location. Finally, the proposed location is outside the influence area of any adjacent signalized intersections.

**Table 7** indicates that all the requirements to establish the need for a marked crosswalk on SR A1A/Collins Avenue at 89 Street are met per FDOT TEM Guidelines.

**Legend for Table:**

	0 pedestrians/bicycles
	1, 2, 3 pedestrians/bicycles
	4, 5, 6 pedestrians/bicycles
	7, 8, 9 pedestrians/bicycles
	10 + pedestrians/bicycles

Harding Avenue at 89 Street							
Date	Start Time	End Time	Area 1	Area 2	Area 3	Area 4	Total
Thursday 1/14/2021	7:00 AM	7:15 AM	0	1	0	0	1
	7:15 AM	7:30 AM	0	0	1	0	1
	7:30 AM	7:45 AM	0	0	0	0	0
	7:45 AM	8:00 AM	0	0	0	0	0
	8:00 AM	8:15 AM	0	0	1	0	1
	8:15 AM	8:30 AM	0	2	2	0	4
	8:30 AM	8:45 AM	0	0	2	1	3
	8:45 AM	9:00 AM	0	0	0	0	0
Friday 1/15/2021	4:00 PM	4:15 PM	0	0	10	0	10
	4:15 PM	4:30 PM	0	2	0	2	4
	4:30 PM	4:45 PM	0	1	2	2	5
	4:45 PM	5:00 PM	0	0	2	0	2
	5:00 PM	5:15 PM	0	0	7	0	7
	5:15 PM	5:30 PM	0	3	4	0	7
	5:30 PM	5:45 PM	0	5	2	0	7
	5:45 PM	6:00 PM	0	0	2	2	4
Saturday 1/16/2021	11:30 AM	11:45 AM	0	0	6	0	6
	11:45 AM	12:00 PM	2	0	2	0	4
	12:00 PM	12:15 PM	0	0	8	0	8
	12:15 PM	12:30 PM	0	0	0	0	0
	12:30 PM	12:45 PM	0	0	2	0	2
	12:45 PM	1:00 PM	0	0	6	0	6
	1:00 PM	1:15 PM	0	0	2	0	2
	1:15 PM	1:30 PM	0	0	5	0	5
	1:30 PM	1:45 PM	0	0	9	0	9
	1:45 PM	2:00 PM	0	0	2	0	2
	2:00 PM	2:15 PM	0	3	8	0	11
	2:15 PM	2:30 PM	0	0	2	0	2
	2:30 PM	2:45 PM	0	1	5	0	6
2:45 PM	3:00 PM	0	0	7	0	7	
3:00 PM	3:15 PM	0	1	2	0	3	
3:15 PM	3:30 PM	0	0	2	0	2	



SR A1A/Harding Avenue at 89 Street

Figure 2-1: Data Collection Summary & Areas





**Evaluation of Pedestrian Crossing  
SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street**

**Table 7: FDOT TEM Guidelines to Justify the Need for a Marked Crosswalk**

Criteria Category per Section 5.2.5.1	Criteria Requirement	Condition		Comment(s)
		Met	Not Met	
<b>Proximity to Significant Generators and Attractors</b>	A well-defined spatial pattern of pedestrian generators, attractors, and flow (across a roadway) between them.	✓		There was a constant flow pattern for pedestrians crossing SR A1A/Collins to access the beach, residential homes, and the pedestrian and bike paths.
	A well-defined pattern of existing pedestrian crossings.	✓		
<b>Recommended Levels of Pedestrian Demand</b>	Sufficient demand should exist that meets or exceeds the thresholds for an average day of data collection within a seven day period: <ul style="list-style-type: none"> <li>• 20 or more pedestrians during a single hour of an average day</li> <li>• 18 or more pedestrians during each of any two hours of an average day</li> <li>• 15 or more pedestrians during each of any three hours of an average day</li> </ul>	✓		These requirements are met - see <b>Figure 2-2</b> .
	A Pedestrian volume demand threshold is not needed for the following: <ul style="list-style-type: none"> <li>• Pedestrian crosswalks within a school zone.</li> <li>• Pedestrian crosswalks under specific roadway context classification for posted speed of 35 MPH or less. These include the following Context Classifications: <ul style="list-style-type: none"> <li>- C2T Rural Town Context Classification zone</li> <li>- C4 Urban General Context Classification zone</li> <li>- C5 Urban Center Context Classification zone</li> <li>- C6 Urban Core Context Classification zone</li> </ul> </li> </ul>	✓		Based on the context classification of "C5 Urban Center" and 35 MPH posted speed limit or less, the pedestrian volume demand thresholds for a crossing at an unsignalized intersection does not have to be met for the study roadway.
	Crosswalks threshold at midblock or unsignalized intersection connecting a shared use path.	N/A	N/A	
<b>Minimum Location Characteristics</b>	A minimum vehicular volume of 2,000 Average Daily Traffic (ADT) along the roadway.	✓		These requirements are met - see <b>Table 6</b> .
	Minimum distance to nearest alternative crossing is 300 feet per FDOT Design Manual, Chapter 222.	✓		Nearest designated pedestrian crossing is >300 ft.
	The proposed location must be outside the influence area of adjacent signalized intersections, including the limits of the auxiliary turn lanes.  When an adjacent intersections is signalized, the design must ensure that the ends of standing queues do not extend to the proposed marked crosswalk location.	✓		The proposed crosswalk location would not be within the standing queue of an adjacent signalized intersection.



## 6.2 EVALUATING DEGREE OF TRAFFIC TREATMENT

Feasibility of installing a pedestrian hybrid beacon (PHB) at the unsignalized intersections of SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street was evaluated following the guidelines presented by FDOT's Traffic Engineering Manual (TEM) – Section 5.2.

According to FDOT TEM Section 5.2.5.2, the following conditions should be considered when evaluating the need to provide a PHB:

- When gaps in traffic are not adequate to permit pedestrians to cross.
- When the speed of vehicles approaching the location on the major street is too high to permit pedestrians to cross.
- When pedestrian delay is excessive.

Furthermore, it is stated that in an urban corridor under context classification C4, C5, and C6, such as at these intersections which are classified as “C4 Urban General” and “C5 Urban Center”, a site location that warrants a PHB may be substituted with a traffic control signal using Warrant 8 of the MUTCD, Roadway Network.

Based on Figure 3 (TEM Figure 5.2-1), the crossing area of SR A1A/Harding Avenue at 89 Street meets the requirement for a PHB (with a maximum crossing length of 72 feet) due to an hourly crossing volume of 25 pedestrians (Areas 1 to 4) and an hourly SR A1A/Harding Avenue volume of 1,121 vehicles, as summarized in **Table 8-1**. The 25 pedestrian volume corresponds to the data collection period from 5:00 PM to 6:00 PM of an average day. The vehicular volume of 1,121 vehicles was obtained from Automatic Traffic Recorders and corresponds to the 5:00 PM to 6:00 PM of an average day.

Similarly, the crossing area of SR A1A/Collins Avenue at 89 Street meets the requirement for a PHB (with a maximum crossing length of 34 feet) due to an hourly crossing volume of 51 pedestrians (Areas 1 to 4) and an hourly SR A1A/Collins Avenue volume of 1,487 vehicles, as summarized in **Table 8-2**. The 51 pedestrian volume corresponds to the data collection period from 4:00 PM to 5:00 PM of an average day. The vehicular volume of 1,487 vehicles was obtained from Automatic Traffic Recorders and corresponds to 4:00 PM to 5:00 PM of an average day.



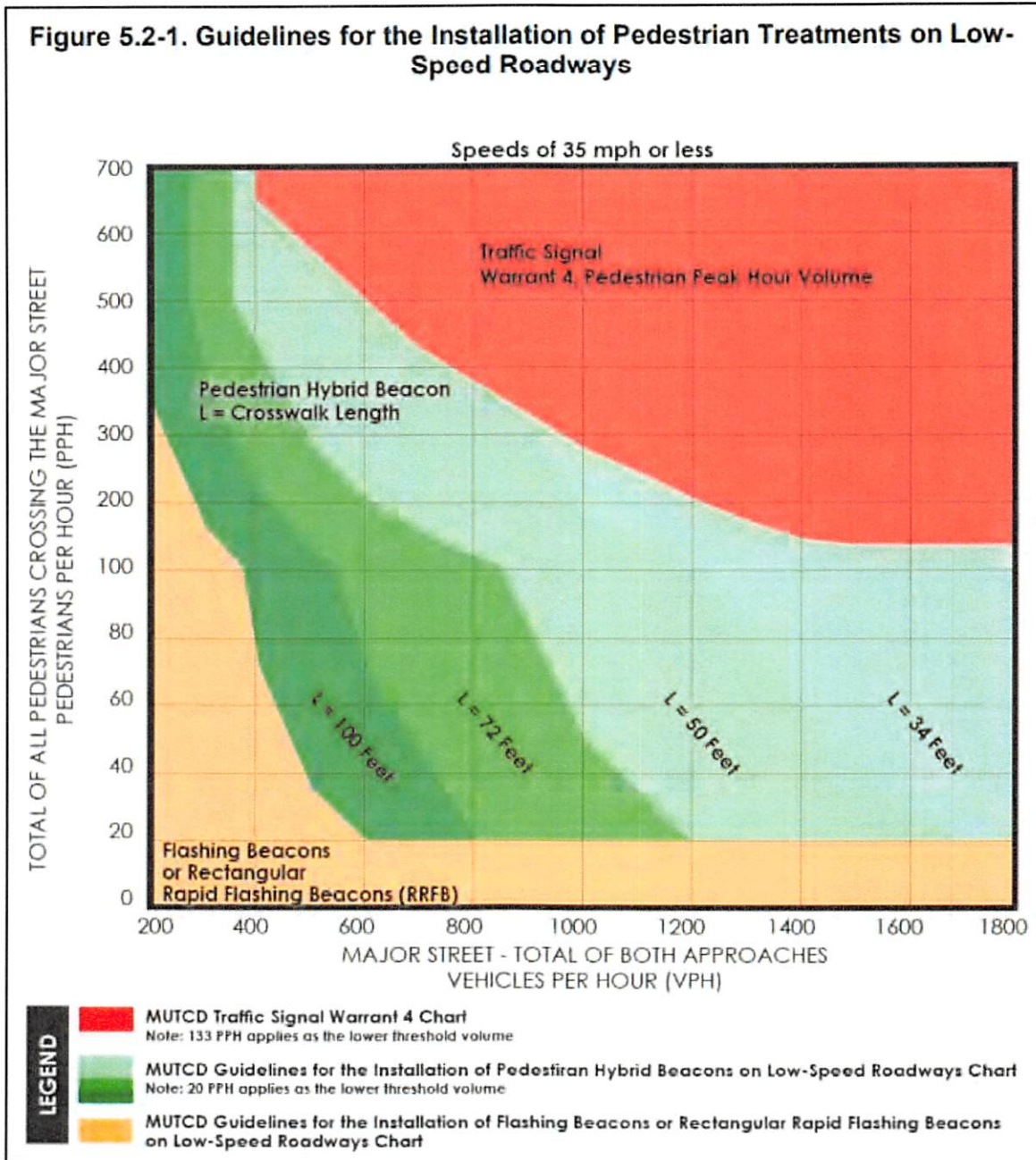


Figure 3: Guidelines for the Installation of Pedestrian Treatments on Low-Speed Roadways



## Evaluation of Pedestrian Crossing SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

**Table 8-1: Pedestrian & Vehicular Hourly Volumes – SR A1A/Harding Avenue**

Time	Ped/Bike Crossings Area 2			Ped/Bike Crossings Area 3			Ped/Bike Crossings Area 4			Total Ped/Bike Crossings			Vehicle Hourly Volume
	Th	Fri	Sat	Th	Fri	Sat	Th	Fri	Sat	Th	Fri	Sat	
7 - 8 AM	4	—	—	8	—	—	13	—	—	25	—	—	689
8 - 9 AM	3	—	—	11	—	—	6	—	—	20	—	—	1188
11:30 AM - 12:30 PM	—	—	11	—	—	13	—	—	7	—	—	31	1295
12:30 - 1:30 PM	—	—	3	—	—	19	—	—	14	—	—	36	1323
1:30 - 2:30 PM	—	—	13	—	—	9	—	—	9	—	—	31	1329
2:30 - 3:30 PM	—	—	12	—	—	15	—	—	1	—	—	28	1498
4 - 5 PM	—	11	—	—	21	—	—	19	—	—	51	—	1487
5 - 6 PM	—	5	—	—	29	—	—	14	—	—	48	—	1514
<b>Total</b>	<b>7</b>	<b>16</b>	<b>39</b>	<b>19</b>	<b>50</b>	<b>56</b>	<b>19</b>	<b>33</b>	<b>31</b>	<b>45</b>	<b>99</b>	<b>126</b>	<b>10323</b>

Note: Maximum pedestrian volume with its corresponding vehicular volume for Areas 2 through 4 for an average day. Pedestrian volumes were collected on 1/14/2021 thru 1/16/2021. Vehicular volume corresponds to data obtained from Automatic Traffic Recorders from 1/14/2021 thru 1/16/2021.

**Table 8-2: Pedestrian & Vehicular Hourly Volumes – SR A1A/Collins Avenue**

Time	Ped/Bike Crossings Area 2			Ped/Bike Crossings Area 3			Ped/Bike Crossings Area 4			Total Ped/Bike Crossings			Vehicle Hourly Volume
	Th	Fri	Sat	Th	Fri	Sat	Th	Fri	Sat	Th	Fri	Sat	
7 - 8 AM	1	—	—	1	—	—	0	—	—	2	—	—	799
8 - 9 AM	2	—	—	5	—	—	1	—	—	8	—	—	982
11:30 AM - 12:30 PM	—	—	0	—	—	16	—	—	0	—	—	16	1032
12:30 - 1:30 PM	—	—	0	—	—	15	—	—	0	—	—	15	1071
1:30 - 2:30 PM	—	—	3	—	—	21	—	—	0	—	—	24	1051
2:30 - 3:30 PM	—	—	2	—	—	16	—	—	0	—	—	18	1140
4 - 5 PM	—	3	—	—	14	—	—	4	—	—	21	—	1088
5 - 6 PM	—	8	—	—	15	—	—	2	—	—	25	—	1121
<b>Total</b>	<b>3</b>	<b>11</b>	<b>5</b>	<b>6</b>	<b>29</b>	<b>68</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>10</b>	<b>46</b>	<b>73</b>	<b>8284</b>

Note: Maximum pedestrian volume with its corresponding vehicular volume for Areas 2 through 4 for an average day. Pedestrian volumes were collected on 1/14/2021 thru 1/16/2021. Vehicular volume corresponds to data obtained from Automatic Traffic Recorders from 1/14/2021 thru 1/16/2021.

Because of the following, the pedestrian crossings are recommended to be signal control:

- Although the study intersections exhibited gaps in traffic for pedestrians to cross, these gaps were reduced and inconsistent during peak hours. Based on the field observations, it was clear that vehicles on SR A1A/Harding Avenue tend to speed past the west-east crosswalk and failed to yield the right-of-way to pedestrians resulting in pedestrian delays.
- The signalized intersections to the north and south of 89 Street on SR A1A/Harding Avenue and SR A1A/Collins Avenue are part of a north/south signal coordinated system. SR A1A/Harding Avenue is part of section 21, and SR A1A/Collins Avenue is part of section 286 of the Miami-Dade County. FDOT TEM guidelines indicate that a location that meets the criteria for a PHB installation could be upgraded to a signalized crossing when located within a coordinated signal system. The study location could be evaluated to be part of this coordinated signal system.





## Evaluation of Pedestrian Crossing SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

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- Proposed crossing distance on SR A1A/Collins Avenue of approximately 60 feet exceeds the maximum allowable per FDOT TEM Figure 5.2-1 (see **Figure 3**) for the installation of a PHB for a roadway with a vehicular hourly volume of 1,487 vehicles, which is 34 feet.

Based on preliminary discussions with the Department, the following conceptual proposal was developed:

- **Traffic Signal:** this proposes a traffic signal at the intersection of SR A1A/Harding Avenue at 89 Street. This proposes the following main items (see **Figure 4**):
  - Installation of the necessary pedestrian crossing signage, pedestrian signal with head and pushbutton over existing marked crosswalk on the north leg of the intersection.
  - Reconstruction of the pedestrian landings and removal of the existing unsignalized pedestrian crosswalk signs (R1-5b and R1-6a) present at the stop bar.
  - Right-of-way acquisition (217 square feet) would be required to install the base of the traffic signal upright and foundation on the north leg of the intersection.
- **Signalized Crossing:** this proposes a traffic signal and a marked pedestrian crossing on the south leg of the SR A1A/Collins Avenue and 89 Street intersection. This proposes the following main items (see **Figure 5**):
  - Milling and resurfacing of the south leg of the intersection from STA. 137+55.45 to STA. 138+76.90 for an average depth of 1".
  - Installation of the necessary pedestrian crossing signage, pedestrian signal with head and pushbutton, and complete light pole over the proposed marked crosswalk.

### **Cost Estimate:**

A cost estimate was developed for the proposal, as presented in **Table 9-1 and 9-2**. The proposed changes have an estimated cost of \$310,628.40 for the SR A1A/Harding Avenue intersection and \$354,932.73 for the SR A1A/Collins Avenue intersection. The estimates are inclusive of preliminary engineering (PE), construction engineering and inspection (CEI), and contingency. The estimate for the SR A1A/Harding Avenue intersection also includes cost for right-of-way acquisition. The detailed cost estimates are included in **Attachment E-1** (SR A1A/Harding Avenue) and **E-2** (SR A1A/Collins Avenue).





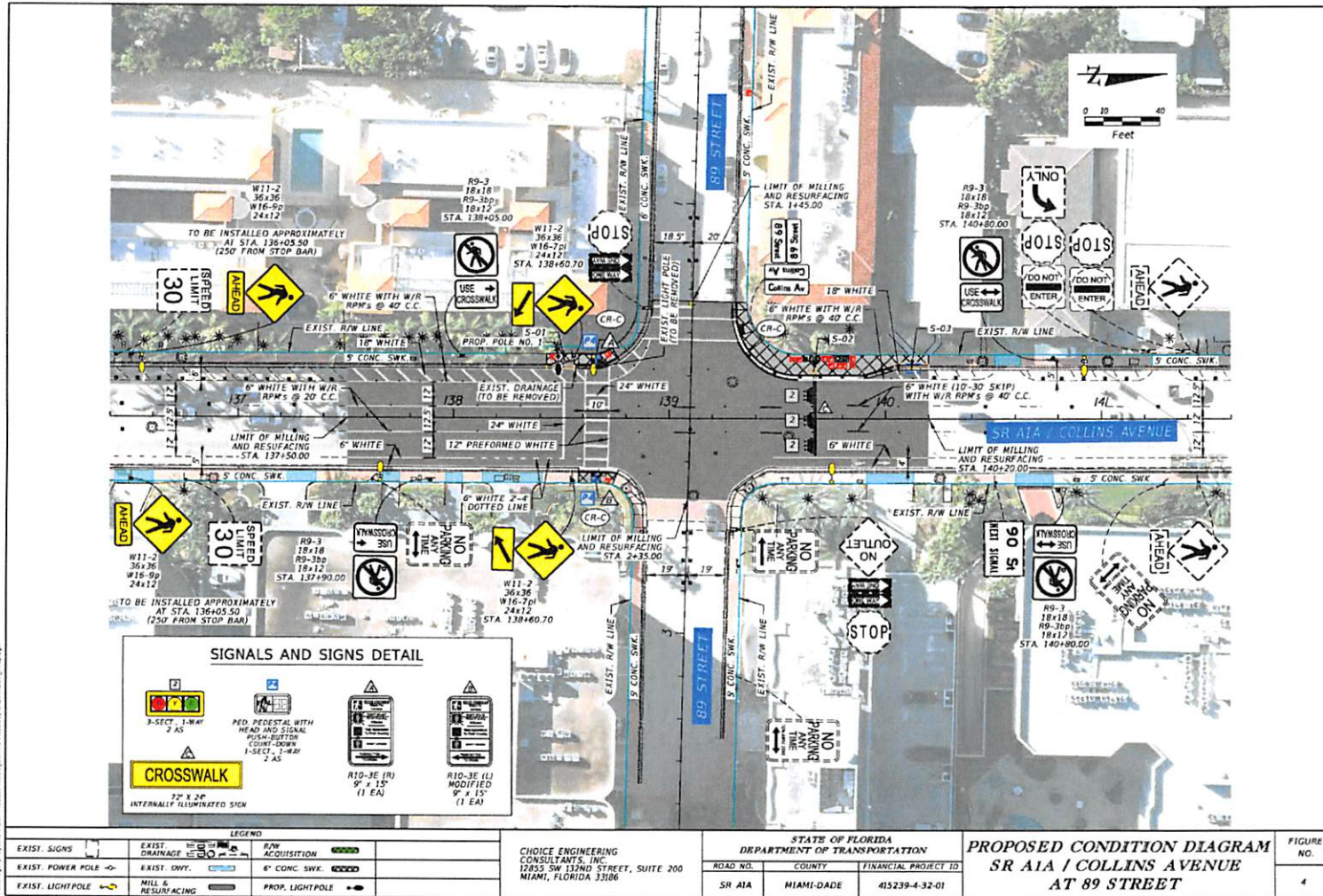


Figure 5: Proposed Conditions for SR A1A/Collins Avenue at 89 Street



**Evaluation of Pedestrian Crossing  
SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street**

**Table 9-1: Cost Estimate for SR A1A/Harding Avenue at 89 Street**

Description	Cost of Proposed
Roadway	\$ 7,109.72
Signing and Pavement Marking	\$ 680.16
Traffic Signals	\$ 110,864.53
<b>Subtotal</b>	<b>\$ 118,654.41</b>
20% Maintenance of Traffic, MOT (20% x Subtotal)	\$ 23,730.88
20% Mobilization [20% x (Subtotal + MOT)]	\$ 28,477.06
15% Contingency (15% x Subtotal)	\$ 17,798.16
LS - PE (30%)	\$ 35,596.32
LS – CEI (18%)	\$ 4,271.56
ROW	\$ 82,100.00
<b>Grand-Total</b>	<b>\$ 310,628.40</b>

**Table 9-2: Cost Estimate for SR A1A/Collins Avenue at 89 Street**

Description	Cost of Proposed
Roadway	\$ 54,362.72
Signing and Pavement Marking	\$ 7,147.86
Traffic Signals	\$ 112,699.80
Lighting	\$ 10,074.52
<b>Subtotal</b>	<b>\$ 184,284.91</b>
20% Maintenance of Traffic, MOT (20% x Subtotal)	\$ 36,856.98
20% Mobilization [20% x (Subtotal + MOT)]	\$ 44,228.38
15% Contingency (15% x Subtotal)	\$ 27,642.74
LS - PE (30%)	\$ 55,285.47
LS - PE (18%)	\$ 6,634.26
<b>Grand-Total</b>	<b>\$ 354,932.73</b>

**7.0 CONCLUSION**

Based on the field observations, traffic data, and crash analysis performed, there is the need to provide traffic signals at the intersections of SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street and a marked pedestrian crosswalk on the south leg of the SR A1A/Collins Avenue and 89 Street intersection. There is an established travel pattern in the study area for pedestrians from the residential homes on the



west of SR A1A/Harding Avenue and the surrounding condominiums to the beach and biking/walking path on the east of SR A1A/Collins Avenue. Due to the context class of SR A1A/Collins Avenue as C5 urban center and a posted speed limit of 30 MPH, the road is exempt from meeting the minimum pedestrian demand requirement for the installation of a marked crosswalk by FDOT TEM guidelines. Nevertheless, the pedestrian/bicycle data summary does show that the recommended threshold of 20 or more pedestrians during a single hour is met and establishes the need for a crosswalk.

Based on **Figure 3** (TEM Figure 5.2-1), the crossing area of SR A1A/Harding Avenue at 89 Street meets the requirement for a PHB (with a maximum crossing length of 72 feet) due to an hourly pedestrian crossing volume of 25 pedestrians and an hourly vehicle volume of 1,121, as summarized in **Table 8-1**. The 25 pedestrian volume corresponds to the data collection period from 5:00 PM to 6:00 PM of an average day. The vehicular volume of 1,121 vehicles was obtained from Automatic Traffic Recorders and corresponds to the 5:00 PM to 6:00 PM of an average day. Similarly, the crossing area of SR A1A/Collins Avenue at 89 Street meets the requirement for a PHB (with a maximum crossing length of 34 feet) due to an hourly crossing volume of 51 pedestrians and an hourly SR A1A/Collins Avenue volume of 1,487 vehicles, as summarized in **Table 8-2**. The 51 pedestrian volume corresponds to the data collection period from 4:00 PM to 5:00 PM of an average day. The vehicular volume of 1,487 vehicles was obtained from Automatic Traffic Recorders and corresponds to 4:00 PM to 5:00 PM of an average day.

Because of the following, the pedestrian crossings are recommended to be signal control:

- Although the study intersections exhibited gaps in traffic for pedestrians to cross, these gaps were reduced and inconsistent during peak hours. Based on the field observations, it was clear that vehicles on SR A1A/Harding Avenue tend to speed past the west-east crosswalk and failed to yield the right-of-way to pedestrians resulting in pedestrian delays.
- The signalized intersections to the north and south of 89 Street on SR A1A/Harding Avenue and SR A1A/Collins Avenue are part of a north/south signal coordinated system. SR A1A/Harding Avenue is part of section 21, and SR A1A/Collins Avenue is part of section 286 of the Miami-Dade County. FDOT TEM guidelines indicate that a location that meets the criteria for a PHB installation could be upgraded to a signalized crossing when located within a coordinated signal system. The study location could be evaluated to be part of this coordinated signal system.
- Proposed crossing distance on SR A1A/Collins Avenue of approximately 60 feet exceeds the maximum allowable per FDOT TEM Figure 5.2-1 (see Figure 3) for the installation of a PHB for a roadway with a vehicular hourly volume of 1,487 vehicles, which is 34 feet.

Based on preliminary discussions with the Department, the following conceptual proposal was developed:

## Evaluation of Pedestrian Crossing SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

- Traffic Signal: this proposes a traffic signal at the intersection of SR A1A/Harding Avenue at 89 Street (see **Figure 4**).
- Signalized Crossing: this proposes a traffic signal and a marked pedestrian crossing on the south leg of the SR A1A/Collins Avenue and 89 Street intersection (see **Figure 5**).

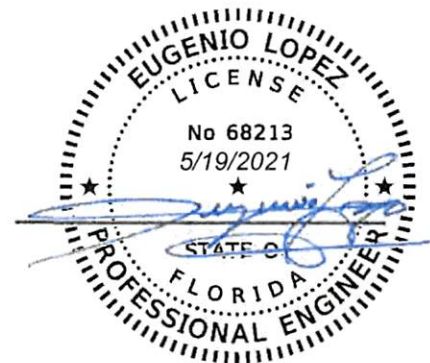
This proposal is described in detail in Section 6 of the report (beginning on page 27). This approach is recommended for implementation as it is expected to facilitate and improve the safety of pedestrians crossing from the residential homes on the west of SR A1A/Harding Avenue and the surrounding condominiums to the beach and biking/walking path on the east of SR A1A/Collins Avenue.

### Engineer's Certification

I, Eugenio S. Lopez, P.E. No. 68213, certify that I currently hold an active Professional Engineer's License in the State of Florida and am competent through education and experience to provide engineering services in the civil and traffic engineering disciplines contained in this report. I further certify that this report was prepared by me or under my responsible charge as defined in Chapter 61G15-18.001 F.A.C. and that all statements, conclusion, and recommendations made herein are true and correct to the best of my knowledge and ability.

### Study Location:

Technical Memorandum – SR A1A/Collins-Harding Avenue at 89 Street



Eugenio S. Lopez, P.E.

P.E. No. 68213





### List of Attachments:

- Attachment A: Department CTP Email Correspondence
- Attachment B-1: Plans from FDOT RRR Safety Review (October 2019)
- Attachment B-2: Plans from FDOT Lighting Project (June 2019)
- Attachment C-1: Crash Summaries for SR A1A/Harding Avenue
- Attachment C-2: Crash Summaries for SR A1A/Collins Avenue
- Attachment D-1: Vehicle Volume Data for SR A1A/Harding Avenue
- Attachment D-2: Vehicle Volume Data for SR A1A/Collins Avenue
- Attachment E-1: Cost Estimate for SR A1A/Harding Avenue
- Attachment E-2: Cost Estimate for SR A1A/Collins Avenue



Evaluation of Pedestrian Crossing  
SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

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Attachment E-1: Cost Estimate for SR A1A/Harding Avenue

**SR A1A / HARDING AT 89 STREET CROSSING**

**Financial Project ID: 415239-4-32-01  
OPINION OF PROBABLE COST**

PAY ITEM	DESCRIPTION	UNITS	QUANTITY	AVG UNIT COST	TOTAL
<b>ROADWAY</b>					
0110- 1- 1	CLEARING & GRUBBING	LS / AC	0.10	\$43,565.11	\$4,356.51
0110- 4- 10	REMOVAL OF EXISTING CONCRETE	SY	28.00	\$13.07	\$365.96
0522- 2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	45.00	\$53.05	\$2,387.25
<b>ROADWAY TOTAL:</b>					<b>\$7,109.72</b>
<b>SIGNING AND PAVEMENT MARKINGS</b>					
0700 -1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	2.00	\$299.94	\$599.88
0700 -1-60	SINGLE POST SIGN, REMOVE	AS	4.00	\$20.07	\$80.28
<b>SAPM TOTAL:</b>					<b>\$680.16</b>
<b>SIGNALIZATION</b>					
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	500.00	\$17.84	\$8,920.00
0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1.00	\$5,354.82	\$5,354.82
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	11.00	\$673.47	\$7,408.17
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	2.00	\$1,246.09	\$2,492.18
0649 21 6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	EA	1.00	\$47,428.19	\$47,428.19
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	3.00	\$971.60	\$2,914.80
0653-1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	EA	2.00	\$786.46	\$1,572.92
0665 1 11	PEDESTRIAN DETECTOR F&I, STANDARD	EA	2.00	\$297.82	\$595.64
0670 5140	TRAFFIC CONTROLLER ASSEMBLY, FURNISH & INSTALL MODEL 2070	AS	1.00	\$26,416.67	\$26,416.67
0700 5 21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	1.00	\$2,761.14	\$2,761.14
	SIGNAL OPTIMIZATION	EA	1.00	\$5,000.00	\$5,000.00
<b>SIGNALIZATION TOTAL:</b>					<b>\$110,864.53</b>
<b>SUBTOTAL:</b>					<b>\$118,654.41</b>
0101- 1-	MAINTENANCE OF TRAFFIC, MOT (20% x Subtotal)	LS	1.00	20.00%	\$23,730.88
0102- 1-	MOBILIZATION [20% x (Subtotal + MOT)]	LS	1.00	20.00%	\$28,477.06
	CONTINGENCY (15% of Subtotal)	LS	1.00	15.00%	\$17,798.16
	PE (30%)	LS	1.00	30.00%	\$35,596.32
	CEI (18%)	LS	1.00	18.00%	\$4,271.56
	RIGHT-OF-WAY ACQUISITION	LS	1.00	\$82,100.00	\$82,100.00
<b>TOTAL:</b>					<b>\$310,628.40</b>

**Notes**

- 1 Average Unit Cost based on FDOT Historical Cost (Area 13 - 2020/01/01 to 2020/12/31)
- 2 *Average Unit Cost Based on FDOT Statewide Cost ( 2020/07/01 to2020/12/31)
- 3 Quantities shown are based on Proposed Conditions Diagrams and are subject to change.

Project #: 415239-4

PEDESTRIAN TRAFFIC SIGNAL

SR #: A1A

County: Miami-Dade

Alternate: 1

C.E. Date: 5/13/2021

Estimated No. of Parcels: 1

**PHASE**

4B	\$	32,000
41	\$	6,000
42	\$	-
43	\$	44,100
45	\$	-
46	\$	-
Total	\$	82,100

Comments: THE RIGHT OF WAY COST ESTIMATE FOR THIS PROJECT HAS BEEN ESTIMATED USING PRESENT DAY COSTS. THIS CE ADDRESSES ACQUIRING R/W NEEDED FOR A PEDERSTRIAN TRAFFIC SIGNAL ON THE NORTH-EAST CORNER PROPERTY OF SR A1A/HARDING AVE & 89th STREET. DUE TO THE EARLY STAGE OF THE STUDY, DEMOLITION COSTS ARE NOT ADDRESSED. WORK PROGRAM - NO



Evaluation of Pedestrian Crossing  
SR A1A/Harding Avenue and SR A1A/Collins Avenue at 89 Street

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Attachment E-2: Cost Estimate for SR A1A/Collins Avenue



**SR A1A / COLLINS AVENUE AT 89 STREET CROSSING**

**Financial Project ID: 415239-4-32-01  
OPINION OF PROBABLE COST**

PAY ITEM	DESCRIPTION	UNITS	QUANTITY	AVG UNIT COST	TOTAL
<b>ROADWAY</b>					
0110- 1- 1	CLEARING & GRUBBING	LS / AC	0.10	\$43,565.11	\$4,356.51
0110- 4- 10	REMOVAL OF EXISTING CONCRETE	SY	116.00	\$13.07	\$1,516.12
0327-70-1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	1,587.00	\$4.45	\$7,062.15
0334- 1- 53	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG76-22	TN	88.00	\$109.38	\$9,625.44
0425 1351	INLETS, CURB, TYPE P-5, <10	EA	1.00	\$6,090.79	\$6,090.79
0425 1359	INLETS, CURB, TYPE P-5, MODIFY	EA	1.00	\$3,337.06	\$3,337.06
0425 1361	INLETS, CURB TYPE P-6, <10	EA	1.00	\$4,700.14	\$4,700.14
0425 2 41	MANHOLES, P-7, <10	EA	1.00	\$4,814.47	\$4,814.47
0425 11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	1.00	\$4,300.00	\$4,300.00
0430 174 118	PIPE CULVER, OPTIONAL MATERIAL, ROUND, 18"SD	LF	45.00	\$67.46	\$3,035.70
0520- 1- 10	CONCRETE CURB & GUTTER, TYPE F	LF	146.00	\$17.49	\$2,553.54
0522- 2-	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	56.00	\$53.05	\$2,970.80
				<b>ROADWAY TOTAL:</b>	<b>\$54,362.72</b>
<b>SIGNING AND PAVEMENT MARKINGS</b>					
0700- 1- 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	8.00	\$299.94	\$2,399.52
*0706- 1- 1	RAISED PAVEMENT MARKER, TYPE B WITHOUT FINAL SURFACE MARKINGS	EA	24.00	\$4.96	\$119.04
0711- 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONAL OR CHEVRONS	LF	99.00	\$2.18	\$215.82
0711- 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE / 6-10 GAP EXTENSION, 6"	GM	0.01	\$1,181.09	\$11.63
0711-14123	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK	LF	193.00	\$8.99	\$1,735.07
0711-14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	124.50	\$15.23	\$1,896.14
0711-14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	1.00	\$282.84	\$282.84
0711-14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	1.00	\$168.80	\$168.80
0711- 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.081	\$3,944.64	\$319.01
				<b>SAPM TOTAL:</b>	<b>\$7,147.86</b>
<b>SIGNALIZATION</b>					
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	500.00	\$17.84	\$8,920.00
0632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	1.00	\$5,354.82	\$5,354.82
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	14.00	\$673.47	\$9,428.58
0646 1 11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	2.00	\$1,246.09	\$2,492.18
0649 21 6	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, SINGLE ARM 50'	EA	1.00	\$47,428.19	\$47,428.19
0650 1 14	VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	2.00	\$971.60	\$1,943.20
0653-1 11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	EA	3.00	\$786.46	\$2,359.38
0665 1 11	PEDESTRIAN DETECTOR F&I, STANDARD	EA	2.00	\$297.82	\$595.64
0670 5140	TRAFFIC CONTROLLER ASSEMBLY, FURNISH & INSTALL MODEL 2070	AS	1.00	\$26,416.67	\$26,416.67



**SR A1A / COLLINS AVENUE AT 89 STREET CROSSING**

**Financial Project ID: 415239-4-32-01  
OPINION OF PROBABLE COST**

PAY ITEM	DESCRIPTION	UNITS	QUANTITY	AVG UNIT COST	TOTAL
0700 5 21	INTERNALLY ILLUMINATED SIGN, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	1.00	\$2,761.14	\$2,761.14
N/A	SIGNAL TIMING OPTIMIZATION	LS	1.00	\$5,000.00	\$5,000.00
<b>SIGNALIZATION TOTAL:</b>					<b>\$112,699.80</b>
<b>LIGHTING</b>					
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	50.00	\$17.84	\$892.00
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	2.00	\$673.47	\$1,346.94
0715 1 12	LIGHTING CONDUCTORS, F&I, INSUL,NO.8-6	LF	200.00	\$1.83	\$366.00
0715 1 60	LIGHTING CONDUCTORS,REMOVE AND DISPENSE, CONTRACTOR OWNS	LF	200.00	\$0.11	\$22.00
0715 4 13	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE STANDARD FOUNDATION, 40' MOUNTING HEIGHT	EA	1.00	\$5,579.69	\$5,579.69
0715 4 70	LIGHT POLE COMPLETE, REMOVE POLE AND FOUNDATION	EA	2.00	\$529.75	\$1,059.50
0715 500 1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	EA	1.00	\$808.39	\$808.39
<b>LIGHTING TOTAL:</b>					<b>\$10,074.52</b>
<b>SUBTOTAL:</b>					<b>\$184,284.91</b>
0101- 1-	MAINTENANCE OF TRAFFIC, MOT (20% x Subtotal)	LS	1.00	20.00%	\$36,856.98
0102- 1-	MOBILIZATION [20% x (Subtotal + MOT)]	LS	1.00	20.00%	\$44,228.38
N/A	CONTINGENCY (15% of Subtotal)	LS	1.00	15.00%	\$27,642.74
N/A	PE (30%)	LS	1.00	30.00%	\$55,285.47
N/A	CEI (18%)	LS	1.00	18.00%	\$6,634.26
<b>TOTAL:</b>					<b>\$354,932.73</b>

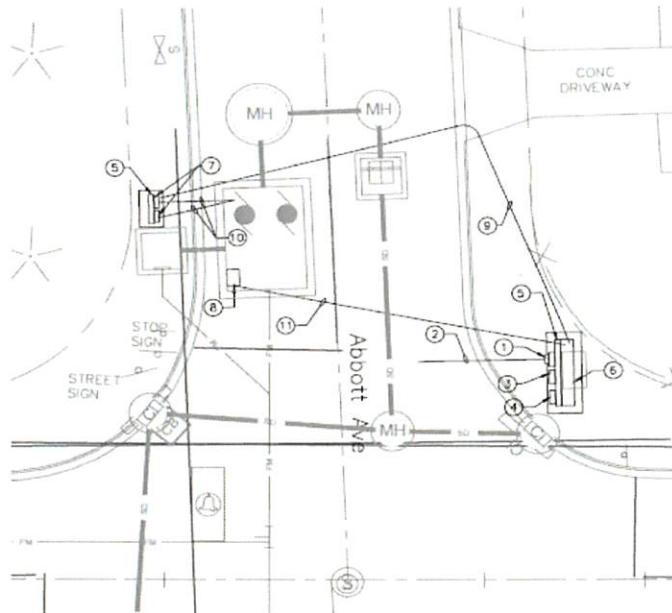
**Notes**

- 1 Average Unit Cost based on FDOT Historical Cost (Area 13 - 2020/01/01 to 2020/12/31)
- 2 *Average Unit Cost Based on FDOT Statewide Cost ( 2020/07/01 to 2020/12/31)
- 3 Quantities shown are based on Proposed Conditions Diagrams and are subject to change.



## Abbott Avenue Drainage Improvements

### Picture



### Current Project Phase

Design and Permitting Phase

### Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	Keith Engineering
Architect of Record	NA
Project Management	NA

### Funding

Total Budgeted*	\$3,850,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	TBD - Administration will seek authorization to expend upon awarding work to contractor

* - Construction and CEI budget

### Scope

The project is currently in its design and permitting phase. The construction will entail the addition of two new pump stations with respective force main in order to alleviate flooding on Abbott Avenue from 90th Street to 94th Street.

### Project Timeline

Engineering and Design  
 Permitting  
 Procurement (est.)  
 NTP for Construction (est.)  
 Construction (est.)

### Phase Start

March 2022  
 August 2022  
 December 2022  
 May 2023  
 June 2023

### Phase End

December 2022  
 January 2023  
 April 2023  
 May 2023  
 May 2024

### Project Update

Keith Engineering submitted for permitting and documents are being reviewed by respective agencies. A bid package composition meeting is being scheduled. Refer to engineering schedule provided.



## Town Drainage Improvement and Flood Hazard Mitigation Plan

### Picture

**TOWN OF SURFSIDE  
DRAINAGE IMPROVEMENT &  
FLOOD HAZARD MITIGATION  
TOWN HALL**

Join the Department of Public Works along with the engineering team during our next Town Hall to discuss flooding and stormwater drainage improvements. Public feedback will be solicited!

**Thursday, October 27, 2022  
6:30 PM  
Hybrid Meeting**

**ADDRESS**  
9301 Collins Ave, Fishbowl Room,  
Surfside, FL 33154

**ZOOM**  
Meeting ID: 830 8298 9107  
Passcode: 274109

*Surfside*

### Current Project Phase

Planning Phase (Data Collection and Community Input)

### Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	Kimley Horn
Architect of Record	N/A
Project Management	Kimley Horn

### Funding

<i>Total Budgeted</i>	\$255,000
<i>Budget Approval Date</i>	September 23, 2021
<i>Commission Authorization to Expend Date</i>	June 14, 2022 Commission Meeting

### Scope

The stormwater master plan, which is partially grant funded, will create a comprehensive Town infrastructure planning document geared towards understanding Town localized flooding issues and provide a project bank of projects for the Town to implement as part of the Capital Improvement Plan.

### Project Timeline

*Data Collection and Analysis*  
*Stormwater Model*  
*Adaptation Strategy*  
*Master Plan*

### Phase Start

*July 2022*  
*November 2022*  
*March 2023*  
*May 2023*

### Phase End

*November 2022*  
*February 2023*  
*May 2023*  
*August 2023*

### Project Update

Refer to engineer schedule provided for deliverables.



**PROJECT SCHEDULE (7/27/2022)**  
 Town of Surside Stormwater Master Plan

	2022							2023											
	July	August	September	October	November	December	January	February	March	April	May	June	July	August					
	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28
<b>Task 1.0 Collect, Review, and Analyze Current Mapping Data</b>																			
<b>1.1 Project Administration</b>																			
1.1.1 Project Kickoff Meeting																			
1.1.2 Progress Meetings																			
1.1.3 Town Council Meetings (TBD)																			
<b>1.2 Policy Planning And Public Coordination</b>																			
<b>1.3 Data Collection and Documentation</b>																			
1.3.1 Initial Data Collection and Review																			
1.3.2 Preliminary Data Gaps Map																			
1.3.3 Field Visits (4 weeks field time)																			
<b>1.4 Model Recommendations And Analysis</b>																			
1.4.1 Analysis and Technical Memorandum																			
1.4.2 Project DEM																			
<b>Task 2.0 Produce a Stormwater Model</b>																			
<b>2.1 Existing Conditions Model</b>																			
2.1.1 Model Development																			
2.1.2 Design Storm Model Runs																			
<b>Task 3.0 Develop the Adaptation Strategy</b>																			
<b>3.1 Alternatives Analysis</b>																			
3.1.1 Needs Assessment																			
3.1.2 Alternatives Analysis																			
3.1.3 Design Storm Model Runs																			
<b>3.2 Future Conditions Analysis</b>																			
3.2.1 Baseline Future Conditions Model																			
3.2.2 Improvements Future Conditions Models																			
<b>Task 4.0 Stormwater Master Plan</b>																			
4.1 Alternatives Selection																			
4.2 Preliminary Opinion of Probable Costs																			
4.3 Capital Improvement Plan																			
4.4 Final Technical Memo																			



**Collins Avenue Water Main Design and Permitting**

**Picture**



**Current Project Phase**

Engineering and Design Phase

**Project Contact Information**

Department	Public Works
Director	Hector Gomez
Engineer of Record	Nova Consulting
Architect of Record	N/A
Project Management	Nova Consulting

**Funding**

<i>Total Budgeted</i>	\$340,206
<i>Budget Approval Date</i>	September 28, 2022
<i>Commission Authorization to Expend Date</i>	August 9, 2022

**Scope**

The current undersized water main on Collins Avenue is past its use life and requires upsizing with replacement. The Town sought and obtained a grant for design services for the project. The water main currently services all the facilities along the Collins Avenue corridor.

**Project Timeline**

*Survey and Geotechnical*  
*60% Design*  
*90% Design*  
*Permitting*  
*Procurement Phase (est.)*

**Phase Start**

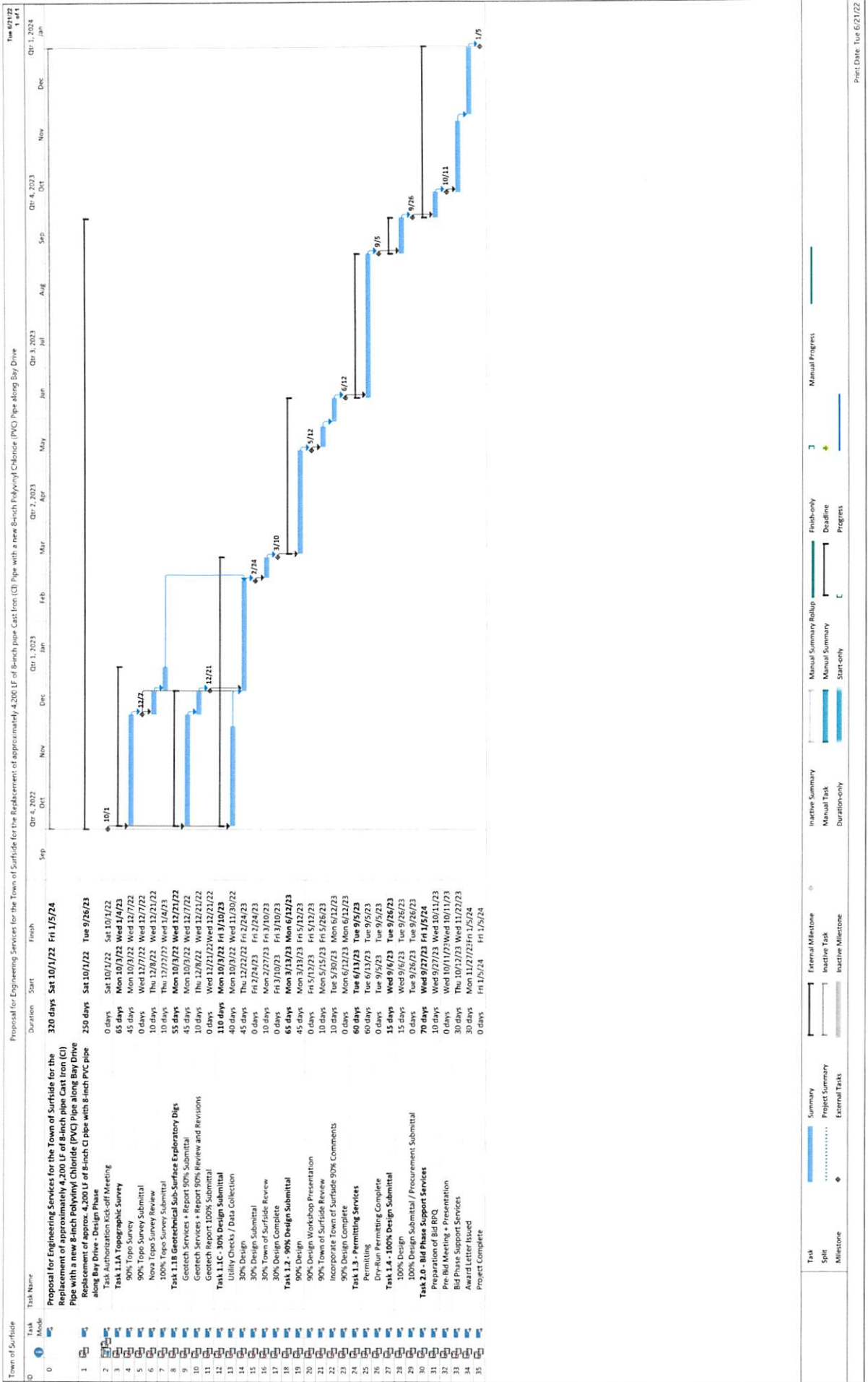
*November 2022*  
*March 2023*  
*June 2023*  
*April 2023*  
*November 2023*

**Phase End**

*July 2023*  
*May 2023*  
*September 2023*  
*November 2023*  
*January 2024*

**Project Update**

The Town provided Nova Consulting a Purchase Order to commence work during October 2022. The purchase order and funding is only up to the procurement phase of the project. No construction funding has been allocated at this time. Construction phase can be estimated until construction funding is secured.







## Water Activity Pool (Tot Lot) Water Play Structure

### Picture



### Current Project Phase

Apparatus has been ordered. Waiting on delivery of item.

### Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record	N/A
Architect of Record	N/A

### Funding

Total Budgeted	\$12,500
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	N/A

### Scope

The current water tot lot structure (Sand Dollar) has extensive wear and tear. The structure has been repaired multiple times over the past 2 years due to safety reasons. Due to the material of the structure and high exposure to direct sunlight and chemicals, it deteriorates at a rapid pace. Staff will be purchasing new water structure that requires minimal maintenance, has a longer lifespan and is safe for all patrons using the pool.

### Project Timeline

Procurement

Construction/Installation (est.)

### Phase Start

October 2022

March 2023

### Phase End

November 2022

March 2023

### Project Update

No procurement required for this project. Purchase order has been issued and was provided to the vendor. The estimated arrival date is 4 weeks. The goal is to install during the maintenance week which is the first week of March.



## A/C Replacement Units - Community Center

### Picture



### Current Project Phase

Procurement phase

### Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record	N/A
Architect of Record	N/A

### Funding

Total Budgeted	\$140,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	Tentative December 13, 2022

### Scope

The current AC units at the Community Center has a lifespan of over 10 years. The units are heavily corroded and has extensive wear and tear. The units often breaks down resulting high repair costs. The Town will be procuring new units for the entire community center including the concession stand, lifeguard office, fish bowl, and shark tank. These new units will meet EPA regulations. The cost includes: new Trane condensers with coal coatings, climate changing AHU with SS Drain pan, Coil casing, energy recovery ventilators, new aluminum I-beams to help prevent dirt and debris from corroding the units.

### Project Timeline

Procurement

Notice to Proceed and Kick off (est.)

Construction/Replacement (est.)

### Phase Start

October 2022

December 2022

January 2023

### Phase End

December 2022

December 2022

March 2023

### Project Update

Awaiting one additional vendor proposal. Parks Department working with Town Attorney to draft contract.





## Dog Park Enhancements

### Picture



### Current Project Phase

Construction/Replacement Phase

### Project Contact Information

Department	Parks and Recreation
Director	Tim Milian
Engineer of Record	N/A
Architect of Record	N/A

### Funding

Total Budgeted	\$10,500
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	N/A

### Scope

The Dog Park is being used to full capacity and P&R are usually faced with safety concerns due to the sod being uneven and having a lot of holes. There current equipment at the park is very old and has extreme wear and tear. It has been over 10 years since the Dog Park has been enhanced. The new enhancements will provide patrons with new dog amenities, benches, trash receptacles and new sod.

### Project Timeline

Procurement  
 Notice to Proceed and Kick off  
 Construction/Replacement

### Phase Start

October 2022  
 October 2022  
 October 2022

### Phase End

October 2022  
 October 2022  
 December 2022

### Project Update

Purchase orders issued to vendors. Awaiting arrival of items to start enhancements.



## Dune Resiliency and Beautification Upgrade

### Picture



### Current Project Phase

Grant Agreement Approval Phase

### Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	TBD
Architect of Record	TBD
Project Management	TBD

### Funding

Total Budgeted	\$72,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	TBD

### Scope

The Commission tasked Town administration to promote both dune beautification and resiliency improvements. Town administration is seeking engineering and design services in order to meet the objective in a manner that is Florida Friendly and promotes the natural plant diversity of the dunes.

### Project Timeline

	<u>Phase Start</u>	<u>Phase End</u>
Procuring of Engineering	December 2022	January 2023
Plan and Study (est.)	February 2023	October 2023
Design (est.)	October 2023	November 2023
Permitting (est.)	November 2023	January 2024
Grant Agreement and Grant Funding (est.)	December 2022	February 2024
Construction (est.)	March 2024	December 2024

### Project Update

Town is to seek retainer services through CCNA process. Town obtained approval for Florida Department of Environmental Protection (FDEP) grant funding and will soon engage in grant agreement process. More detail on project timeline and budget will be known as the grant agreement process progresses.





## Town-Wide Manhole Rehabilitation Project

### Picture



### Current Project Phase

Procurement Phase

### Project Contact Information

Department	Public Works
Director	Hector Gomez
Engineer of Record	300 Engineering
Architect of Record	N/A

### Funding

Total Budgeted	\$250,000
Budget Approval Date	September 28, 2022
Commission Authorization to Expend Date	October 12, 2022

### Scope

Manhole structures are susceptible to aging and deteriorating, threatening the integrity of the entire sanitary system. This can lead to water infiltration which then needs to be processed and treated with the process costing the Town beyond what is budgeted and expected. 300 Engineering, through the Sanitary Sewer Evaluation Survey Smoke Testing Project, has identified 64 manholes within the Town which require rehabilitation. 300 Engineering will perform the Construction Administration, Inspection (CA&I) and reporting services for quality control monitoring during the Sewer Manholes Rehabilitation course of construction. Atlantic Pipe Services, LLC will be the contractor performing the work and will be contracted using a piggyback contract from St Johns County, Florida.

### Project Timeline

Procurement  
 Notice to Proceed & Kick off  
 Construction  
 Submittal to DERM-RER

### Phase Start

October 2022  
 November 2022  
 December 2022  
 March 2023

### Phase End

November 2022  
 November 2022  
 February 2023  
 March 2023

### Project Update

300 Engineering has composed all the evaluations needed for the contractor to start performance of work. Town Administration received funding expenditure approval for engineering and construction services from Town Commission during October 2022 Commission meeting. Work is scheduled to start during December 2022.




## **Section 1**

### **Manholes Recommended for Rehabilitation Map**

#### **Basin 1**



**Legend**

-  Town of Surfside Boundary
-  MHS to be Rehabilitated (Basin 1) (23)
-  Minor Rehabilitation (Basin 1) (7)



Town of Surfside  
Sanitary Sewer Manhole Inspection  
SSES Third Cycle



## **Section 1**

**Manholes Recommended for Rehabilitation Map**

## **Basin 2**





**Legend**

- Town of Surfside Boundary
- Minor Rehabilitation (Basin 2) (8)
- MHs to be Rehabilitated (Basin 2) (26)



Town of Surfside  
Sanitary Sewer Manhole Inspection  
SSES Third Cycle



## **Section 2**

### **Manholes Recommended for Rehabilitation**

#### **Summary Table**

#### **Basin 1**

**Town of Surfside**  
Sewer Manhole Inspection Reporting Table  
Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-8	Yes	Sound	Minor	None	Moderate	Minor Gaps	Moderate	None	See cracks around MH chimney. Requires cleaning and rehab, check I/I.	<a href="#">Link</a>
SWR-P-9	Yes	Sound	Moderate	None	Major	Minor Gaps	Poor	None	See cracks around MH walls, poor MH base condition, possible I/I presence.	<a href="#">Link</a>
SWR-P-11	Yes	Sound	Major	None	Moderate	Tight	Poor	None	Presence of I/I. Cracks around MH walls. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-16	Yes	Sound	Minor	None	Moderate	Minor Gaps	Moderate	None	Presence of I/I reaches to above top of pipe. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-29	Yes	Sound	None	None	Minor	Minor Gaps	Moderate	None	See cracks around MH chimney. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-30	Yes	Sound	None	None	None	Tight	Poor	None	See MH Base poor condition. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-44	No	Corroded	Moderate	None	Minor	Tight	Good	None	Exposed brick on manhole wall, grease accumulation, manhole wall seems to be eroding. See cracks around MH chimney. Clean surcharge and rehab I/I.	<a href="#">Link</a>
SWR-P-50	Yes	Sound	Moderate	None	None	Tight	Moderate	None	Evidence of I/I reaches to above top of pipe. Clean surcharge and rehab I/I.	<a href="#">Link</a>
SWR-P-61	Yes	Sound	Moderate	None	Major	Minor Gaps	Poor	None	Structural crack defects, presence of I/I, flowchannel obstruction due to structural defects.	<a href="#">Link</a>
SWR-P-77	Yes	Sound	Moderate	None	Moderate	Tight	Moderate	None	Evidence of I/I reaches to above top of pipe. Requires cleaning and rehab. Possible I/I from bench area.	<a href="#">Link</a>
SWR-P-421	Yes	Sound	None	None	Minor	Tight	Moderate	Structural Defect	See cracks around MH chimney. Some structural pieces due to cracking in invert causing obstruction. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-529	Yes	Corroded	Major	None	Major	Minor Gaps	Poor	Structural Defect	Structural crack defects, presence of I/I, flowchannel obstruction due to structural defects.	<a href="#">Link</a>
SWR-P-655	Yes	Sound	Minor	None	Moderate	Tight	Poor	Structural Defect	See invert deformation.	<a href="#">Link</a>
SWR-P-824	Yes	Sound	None	None	Minor	Tight	Good	None	See cracks around MH chimney. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-1050	Yes	Sound	Moderate	None	None	Tight	Moderate	None	Evidence of I/I can be seen at edges of MH. Requires cleaning and rehab.	<a href="#">Link</a>



**Town of Surfside**  
Sewer Manhole Inspection Reporting Table  
Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-1181	Yes	Sound	None	Minor	Moderate	Tight	Good	None	Root intrusion, manhole walls are deteriorated.	<a href="#">Link</a>
SWR-P-1296	Yes	Sound	Major	None	Major	Minor Gaps	Poor	Structural Defect	See multiple cracks/holes MH base.	<a href="#">Link</a>
SWR-P-1304	Yes	Sound	None	None	Minor	Tight	Moderate	None	See cracks around MH chimney. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-1508	No	Sound	Minor	None	Minor	Tight	Moderate	None	Evidence of I/I reaches to above top of pipe. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-1509	Yes	Sound	Moderate	None	None	Tight	Moderate	None	Evidence of I/I reaches to above top of pipe. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-1513	Yes	Sound	None	None	Moderate	Tight	Moderate	None	See cracks around MH chimney. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-1529	Yes	Sound	Moderate	None	None	Tight	Good	None	See possible I/I presence. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-1548	Yes	Sound	None	None	None	Tight	Moderate	None	Review possible brick exposure on invert.Requires cleaning and rehab, asphalt cracking around rim.	<a href="#">Link</a>
SWR-P-33	Yes	Corroded ²	None	None	None	Tight	Good	None	See cover condition	<a href="#">Link</a>
SWR-P-1515	Yes	Corroded ²	None	None	None	Tight	Good	None	See cover condition	<a href="#">Link</a>
SWR-P-1531	Yes	Corroded ²	None	None	None	Tight	Moderate	None	See cover condition	<a href="#">Link</a>
SWR-P-1540	Yes	Corroded ²	None	None	None	Tight	Good	None	See cover condition	<a href="#">Link</a>
SWR-P-1544	Yes	Corroded ²	None	None	None	Tight	Moderate	None	See cover condition	<a href="#">Link</a>
SWR-P-656	No ¹	Sound	Minor	None	None	Tight	Poor	None	Large amounts of grease accumulated, causing obstruction. Only needs cleaning. Missing Raindish.	<a href="#">Link</a>
SWR-P-1524	No ¹	Sound	None	None	None	Tight	Good	None	Existing sewer manhole covered by asphalt. Contractor is to excavate manhole & adjust grade.Missing Raindish.	<a href="#">Link</a>

¹Manhole in good conditions, although is missing the raindish

²Manhole in good conditions, although with a defective cover



## **Section 2**

### **Manholes Recommended for Rehabilitation**

#### **Summary Table**

#### **Basin 2**

**Town of Surfside**  
Sewer Manhole Inspection Reporting Table  
Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-1	Yes	Sound	None	None	Moderate	Tight	Moderate	None	Requires cleaning and rehab. Bricks Exposed.	<a href="#">Link</a>
SWR-P-5	Yes	Sound	Moderate	None	None	Tight	Poor	Structural Defect	See MH Base for possible I/I. Possible Structural Defect in Outlet.	<a href="#">Link</a>
SWR-P-6	Yes	Sound	None	None	Minor	Tight	Good	None	See cracks around MH chimney. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-18	Yes	Sound	None	None	Minor	Tight	Good	None	See cracks around MH chimney. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-36	Yes	Sound	None	None	Minor	Tight	Good	None	Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-55	Yes	Sound	None	None	None	Tight	Poor	Structural Defect	<Null>	<a href="#">Link</a>
SWR-P-56	Yes	Sound	None	None	Moderate	Tight	Moderate	None	Structure is cracked, brick exposed. Clean surcharge and rehab I/I.	<a href="#">Link</a>
SWR-P-62	Yes	Sound	Major	None	Major	Tight	Poor	None	Check Infiltration in picture	<a href="#">Link</a>
SWR-P-63	Yes	Sound	Major	None	Major	Major Gaps	Poor	None	See major base structural defects, possible presence of I/I (white spots), very poor conditions.	<a href="#">Link</a>
SWR-P-64	Yes	Sound	None	None	Moderate	Major Gaps	Poor	Structural Defect	<Null>	<a href="#">Link</a>
SWR-P-67	Yes	Sound	Moderate	None	None	Tight	Poor	None	Requires cleaning and rehab. Possible I/I.	<a href="#">Link</a>
SWR-P-68	Yes	Sound	Moderate	None	None	Tight	Good	None	Requires cleaning and rehab. Possible I/I.	<a href="#">Link</a>
SWR-P-69	Yes	Sound	None	None	None	Tight	Good	None	Requires cleaning and rehab. Manhole step is corroded, requires attention.	<a href="#">Link</a>
SWR-P-70	Yes	Sound	None	None	None	Tight	Good	None	Requires cleaning and rehab. Manhole step is corroded, requires attention.	<a href="#">Link</a>
SWR-P-71	Yes	Sound	Moderate	None	Minor	Tight	Moderate	None	See white spots on walls, possible I/I. See MH Base shape, not symmetrical. TBD	<a href="#">Link</a>

**Town of Surfside**  
Sewer Manhole Inspection Reporting Table  
Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-84	Yes	Sound	None	None	None	Tight	Moderate	None	See MH Base. Possible cracks. TBD. Requires rehab, check for I/I on bench area. Step needs to be removed for safety.	<a href="#">Link</a>
SWR-P-90	Yes	Sound	None	None	None	Tight	Good	None	Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-117	Yes	Sound	None	None	None	Minor Gaps	Good	None	See small crack on Inlet A Pipe Seal. Requires cleaning and rehab. Possible I/I from bench area.	<a href="#">Link</a>
SWR-P-124	Yes	Sound	Minor	None	None	Tight	Good	None	White spots on walls might be resulting of I/I. TBD. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-369	Yes	Sound	None	None	Minor	Tight	Good	None	See MH Chimney cracks. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-378	Yes	Sound	Minor	None	None	Tight	Moderate	None	Review for possible presence of I/I. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-478	Yes	Sound	None	None	Minor	Tight	Good	None	Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-708	Yes	Sound	Moderate	None	None	Tight	Good	None	Requires cleaning and rehab for I/I	<a href="#">Link</a>
SWR-P-712	Yes	Sound	Minor	None	Minor	Tight	Moderate	None	Requires cleaning and rehab for I/I	<a href="#">Link</a>
SWR-P-1216	Yes	Sound	Minor	None	Minor	Tight	Moderate	None	Manhole wall slightly worn down, exposing brick. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-1295	Yes	Sound	Moderate	None	Moderate	Tight	Good	None	See cracks around MH chimney. Requires cleaning and rehab.	<a href="#">Link</a>
SWR-P-1518	Yes	Corroded ²	None	None	None	Tight	Good	None	See cover condition	<a href="#">Link</a>
SWR-P-1196	Yes	Cracked ¹	None	None	None	Tight	Good	None	See cover condition	<a href="#">Link</a>
SWR-P-57	No ¹	Sound	None	None	None	Tight	Good	None	Missing Raindish	<a href="#">Link</a>
SWR-P-73	No ¹	Sound	None	None	None	Tight	Good	None	Missing Raindish	<a href="#">Link</a>

**Town of Surfside**  
 Sewer Manhole Inspection Reporting Table  
 Summary of Deteriorated Manholes and Recommendations

ASSET ID	RAIN DISH (YES/NO)	COVER CONDITION	EVIDENCE I/I	ROOT INTRUSION	STRUCTURAL CRACKS DEFECTS	PIPE SEALS	MH BASE CONDITION	OBSTRUCTIONS FLOWCHANNEL	COMMENTS/RECOMMENDATIONS	PICTURE LINK
SWR-P-75	No ¹	Sound	None	None	None	Tight	Moderate	None	Missing Raindish	<a href="#">Link</a>
SWR-P-76	No ¹	Sound	None	None	None	Tight	Moderate	None	Missing Raindish	<a href="#">Link</a>
SWR-P-1512	No ¹	Sound	None	None	None	Tight	Good	None	Missing Raindish	<a href="#">Link</a>
SWR-P-1543	No ¹	Sound	None	None	None	Tight	Good	None	Missing Raindish	<a href="#">Link</a>

¹Manhole in good conditions, although is missing the raindish  
²Manhole in good conditions, although with a defective cover



**TOWN OF SURFSIDE**

**Office of the Town Attorney**  
MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009  
Telephone (305) 993-1065

**TO: Mayor and Town Commission**

**FROM: Lillian M. Arango and Tony Recio, Town Attorney**  
**Weiss Serota Helfman Cole & Bierman, P.L.**

**CC: Andrew Hyatt, Town Manager**  
**Jason Greene, Assistant Town Manager**

**DATE: November 8, 2022**

**SUBJECT: Office of the Town Attorney Report for November 15, 2022 Regular Commission Meeting**

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**This Firm attended/prepared and/or rendered advice for the following Commission meetings and workshops, public meetings and workshops, and Board and Committee meetings during the past month:**

October 3, 2022 - Tourist Board Meeting

October 12, 2022 - Special Town Commission Meeting

October 12, 2022 - Regular Town Commission Meeting

October 27, 2022 - Planning and Zoning Board Meeting

Members of the firm assisted with the agendas and drafted the resolutions and ordinances where necessary for the above noted meetings, in addition to drafting or assisting with the preparation of a number of the communications and reviewing, revising and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents.

Various members of the Firm have and continue to assist the Town with the response and emergency actions needed in the aftermath of the CTS Collapse, including public records and media requests, settlement discussions and hearings, ongoing causation investigations at the CTS Site and off-site facilities, and interaction with KCE Engineering (Allyn Kilsheimer) and NIST representatives in connection with In re: Champlain Towers South Collapse Litigation, Case No. 2021-015089-CA-01. Most recently, this office participated in finalizing settlement agreements, including finalizing a Settlement Agreement among all parties and the Town contributing Town insurance proceeds towards the victims' settlement fund.

### **Commission Support:**

Attorneys of the firm have worked with the Mayor and members of the Town Commission to provide orientation sessions and required Ethics training, including Sunshine Law and Public Records, and address concerns and research specific issues and policy initiatives, and are always available, either in the office or by phone or email. We appreciate your support as we commence our sixth year of service and work in implementing the elected Mayor and Town Commission's policy directives.

### **Staff Support:**

Members of the Firm continue to assist the Town administration and staff, as well assist boards and committees, with application review, contract and agreement review; preparation of ordinances as directed by the Commission; procurement and purchasing, various solicitations for Town services and providers (RFQs and RFPs) and agreements; IT related agreements; Parks & Recreation Department contracts and services; Tourist Board purchases and agreements; Code enforcement and interpretation, and attendance at Special Master Hearings upon request; beach furniture operator permits and administration; ethics issues, requirements and complaints; police matters and agreements, forfeiture, public records and complaints; building permit and enforcement issues; public records and media requests; litigation representation and support, subpoenas, oversight and case management; Town Code interpretation and application; labor, employment and pension matters; assistance with negotiations and approval with the AFSCME Florida Council 79 for Town civilian employees; EEOC complaints, and employee complaints of discrimination; resident ethics complaints and inquiries; various procurements and service provider contracts for Town Departments, including Contract for Construction for Town Hall front office remodeling, RFP and resulting award of Agreements for Disaster Debris Monitoring Services and Debris Removal Services, and procurement and contracts associated with design and construction at 96th Street Park; Beach Furniture Services at Community Center; Zoning Code issues and ordinances; and implementation of undergrounding of utilities project.



## **Key Issues:**

The workload has been diverse and has included specific issue support to every department. Key issues over the past year have included:

- Assistance and Response to AFSCME Florida Council 79 Union Representation Certification Petition for Civilian Town Employees
  - Resolution in Support of Closing Byron Avenue at 96 Street and/or Other Traffic Mitigation Measures
  - Resolution Approving Agreement with Savino Miller for Design of 96th Street Park, and corresponding Professional Services Agreement
  - Resolution Approving Agreement with HPF Associates for Project Management Support Services for Undergrounding of FPL and Utilities Project, and corresponding Professional Services Agreement
  - Resolution in Support of Closing Bay Drive at 96 Street and/or Other Traffic Mitigation Measures
  - Resolution Approving an Agreement with Keith and Associates for Study and Design of Abbott Avenue Drainage Improvements
  - Resolution Approving Project Agreement with KCI Technologies, Inc. for Utility Undergrounding Services for Phase I Preparation of Utility Coordination Plans Pursuant to Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
  - Resolution Approving Project Agreement with Nova Consulting, Inc. for Utilities Engineering Retainer Services Pursuant to Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
  - Resolution Approving Project Agreement with Keith and Associates, Inc. for Stormwater Engineering Retainer Services Pursuant to the Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
  - Resolution Approving First Amendment to the Agreement with Zambelli Fireworks Manufacturing Co. for 2021 Fourth of July Fireworks Show Services; Preparation of First Amendment to Agreement
  - Resolution for Quasi-Judicial Hearing Regarding Amended Site Plan Application for the Property Located at 9133-0149 Collins Avenue (Seaway)
  - Resolution for Quasi-Judicial Hearing Approving and Accepting Waiver of Plat for 8712 Byron Avenue
  - Resolution for Quasi-Judicial Hearing Approving/Denying Site Plan Application for 8851 Harding Avenue
  - Contract for Construction for Biscaya Subaqueous Water Main Crossing
  - Resolution Approving Project Agreement with Alvarez Engineers, Inc. for Structural Plan Review Services Pursuant to Continuing Services Agreement for Professional Engineering Services; Authorizing Expenditure of Funds
  - Resolution Approving Renewal of Term of Agreement for Food and Beverage Concession Services with Hamsa, LLC D/B/A Surf-N-Sides for the Surfside Community Center; Authorizing the Town Manager To Execute a Second Amendment to the Agreement; Preparation of Second Amendment to Concession Agreement
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- Resolution Approving Emergency Repair Work for the Town Hall Air Conditioning System's Chiller and Coils Replacement from Smart Air Systems, Inc.
  - Resolution Ratifying an Amendment to the Off-Street Variable Parking Rate and Time Limitation Schedule for Municipal Parking Lots
  - Resolution Approving an Engagement Letter with Marcum LLP for Financial Auditing Services for Fiscal Year Ending September 30, 2021
  - Resolution Approving a Memorandum of Understanding Between the Town and The Florida Department of Law Enforcement Relating to Investigations of Incidents Involving the Use of Deadly Force by Law Enforcement Officers
  - Resolution for Quasi-Judicial Hearing – Waiver of Plat for 8712 Byron Avenue
  - Resolution for Quasi-Judicial Hearing – Site Plan Approval for 8851 Harding Avenue
  - Resolution for Quasi-Judicial Hearing – Site Plan Amendment for Seaway Condominium 9133-9149 Collins Avenue (2019 Historical Certificate of Appropriateness)
  - Temporary Revocable License Agreement with Curative for Covid-19 Testing at Town Hall, and Corresponding Resolution Approving Same
  - Debris Monitoring Procurement and Contract
  - Resolution Approving Project Agreement with Alvarez Engineers, Inc. for Structural Plan Review Services
  - Resolution Approving Declaration of State of Emergency for CTS Building Collapse
  - PSA Agreement with Haggerty Consulting (FEMA compliance)
  - PSA Agreement with KCE Structural Engineers for Structural Engineering Consultation CTS Building Collapse
  - PSA Agreement with The News Directors (Communications and Media Response)
  - Agreement with the Italian Space Agency Re Images on the CTS Building Collapse
  - Annual Solid Waste Assessment FY 2021/22
  - Resolution Urging Biden Administration to Condemn Cuban Government's Handling of Pro-Democracy Protests and Support of the Cuban People
  - Resolution Approving Keith Engineering for Design Phase of Abbott Avenue Drainage Improvements
  - Resolution Awarding Star Cleaning USA for Street Sweeping Services and Agreement
  - Agreement with BOOST Media for Emergency Response Website CTS Building Collapse
  - Agreement with JUST FOIA for Public Records Request Software
  - Resolution Approving a Purchase Order to The Corradino Group, Inc. to Perform Traffic Engineering Services for 88th Street Corridor Multiway Stop Warrant Study
  - Resolution Approving Pelican Harbor Donation
  - Resolution Accepting a \$107,500 Community Development Block Grant – Mitigation Program (CDBG-MIT) from the Florida Department of Economic Opportunity (DEO) to Develop a Drainage Improvement Plan for the Town's Stormwater System
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- MOU and Resolution Approving the Memorandum of Understanding (MOU) Between the Town, the Village of Bal Harbour, and the Town of Bay Harbor Islands to Fund the Cost of a School Resource Officer for Ruth K. Broad K-8 Center School
- Resolution Approving the Final Design Development Plans for 96th Street Park Project Prepared by Savino & Miller Design Studio, P.A.
- Resolution Approving Employee Health Benefits Contracts for Fiscal Year 2021/2022
- Resolution Accepting an Allocation of \$2,830,324 in Coronavirus State and Local Fiscal Recovery Funds from the U.S. Department of Treasury Under the American Rescue Plan Act; Review of American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement
- Ordinance Side Setbacks for H120 District
- Resolutions Approving Tentative Millage Rate and Budget for FY 2022 (1st Budget Hearing)
- Resolutions Approving Final Millage Rate and Budget for FY 2022 (2nd Budget Hearing)
- Resolution Authoring Expenditure of Funds to KCE Structural Engineers for Task 2 Engineering Analysis and Destructive Testing
- Resolution Approving Project Agreement with 300 Engineering Group, P.A. for Sanitation Sewer Evaluation Survey and Smoke Testing Services for the Town's Sanitary Sewer System
- Resolution Approving a Federally Funded Subaward and Grant Agreement with Florida Department of Emergency Management (FDEM) for Public Assistance Grant Program Eligibility in Connection with Federal Emergency Management Agency (FEMA) Disaster Declaration No. 2560-EM-FL Relating Champlain Towers Building Collapse.
- Resolution Approving the Submission of Grant Applications For Town Projects Between October 1, 2021 and September 30, 2022; Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by Town Commission
- Resolution Expressing Support for the Sister Bays Program and Urging Coastal Communities Throughout the County to Support the Program; Encouraging the Miami-Dade County Board of County Commissioners to Develop a Memorandum Of Understanding for The Sister Bays Program
- Resolution Approving a Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the City of North Miami
- Resolution Approving Fiscal Year 2021/2022 Police Forfeiture Fund Expenditures
- Resolution Approving Budget Amendment No. 11 for Fiscal Year 2020/2021 Budget
- Resolution Approving Purchase of Services from Kofile Technologies, Inc. for Preservation. Archival and Digitization of Historical Town Documents
- Resolution Approving the Purchase of a Town Hall Fire Alarm System Upgrade from Sciens Building Solutions, LLC c/o Empire Fire Safety
- Resolution Urging the Florida Public Service Commission (PSC) to Reject Florida Power & Light's (FPL) Request for a Base Rate Increase and Rate Unification, and to Reject the Proposed \$25 Per Month Minimum Charge

- Resolution Approving Budget Amendment No. 1 for Fiscal Year 2022 Budget
- Resolution Approving the Renewal of Agreement with Thomson Reuters West Publishing Corporation for Clear Investigative Tool for Fiscal Years 2022-2024
- Resolution Calling for a Town Of Surfside Special Election to be Held on March 15, 2022 for a Bond Referendum Issuance of General Obligation Bonds for the Purpose of Undergrounding of Utilities
- Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for the Purpose of Submitting to the Electorate a Proposed Amendment to the Town Charter Regarding Lot Area, Building Height For Beachfront Properties, and Increasing Minimum Required Electoral Vote to 60% to Repeal or Amend Section 4 of the Charter
- Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for Proposed Amendments to the Town Charter at Article IX. – “Miscellaneous Provisions,” Adding Section 149 - “Hedges In Single-Family Residential Lots”, to Provide That Six (6) Foot Hedges Shall be Permitted on Single-Family Lots
- Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for Proposed Amendments to the Town Charter at Article IX. – “Miscellaneous Provisions,” Adding Section 150 - “Prohibition on Storage of Privately-Owned Property Overnight on Beach” to Provide for a Prohibition on the Storage of Privately-Owned Property overnight on the Beach
- Resolution Calling for a Town of Surfside Special Election on March 15, 2022 for Proposed Amendments to the Town Charter Section 7 - “Salary”, to Provide for Payment of an Annual Salary for Mayor and Commissioners and Single Health Insurance Benefit
- Resolution Approving an Agreement with Alves Sports Group, LLC for the Town’s Youth Soccer Program and with GM Sports Tennis, LLC for the Town’s Youth Tennis Program
- Resolution Approving Purchase Of Four (4) 2022 Ford Police Interceptor Utility Vehicles, Together With Emergency Lighting Equipment, Graphics, and Radio Equipment for Each Police Vehicle
- Resolution Approving Purchase of New Cellular Encoders Together with Cloud-Based Hosting Services from Badger Meter, Inc. to Replace Existing Encoders Used to Transmit Water Meter Information to Town Hall
- Ordinance Securing Construction Sites, Safety and Other Requirements
- Ordinance Creating Section 14-3, “Recertification of Existing Buildings”, in Article I. – “In General”, of Chapter 14 - Buildings and Building Regulations”, to Adopt and Incorporate Section 8-11. – “Existing Buildings” of the Miami-Dade County Code of Ordinances with Modifications in Furtherance of the “Don’t Wait, Accelerate” Plan to Improve Building Safety.
- Resolution Authorizing and Approving Additional Expenditure of Funds to Special Counsel, Leech Tishman Fuscaldo & Lampl, regarding the Appeal of the Federal Aviation Administration’s (FAA’s) South Central Florida Metroplex Project (Metroplex), for Legal Fees and Consultant’s Services
- Resolution Approving a First Amendment to the Revocable, Non-Exclusive License Agreement with Curative Inc. to Extend the Term of the Agreement; Approving the Extension of the Temporary Use Permit Issued to Curative Inc.

Beyond the Initial Ninety (90) Day Term to Allow the Continued Utilization of a Covid-19 Testing Kiosk Pursuant to Section 90-36.1 of the Town Code

- Resolution Approving and Authorizing the Expenditure of Budgeted Funds in an amount not to exceed \$145,000 to Implement the 89th Street Beach End Capital Improvement Project (CIP)
  - Resolution Approving and Authorizing the Expenditure of Funds in an amount not to exceed \$50,000 to Engage Marlin Engineering, Inc. for a Downtown Walkability and Design Study
  - Resolution Approving the Opioid Settlement Interlocal Agreement with Miami-Dade County Governing the Use of Opioid Settlement Funds Allocated to the Miami-Dade County Regional Fund.
  - Resolution Approving Budget Amendment No. 2 for Fiscal Year 2022 Budget
  - Resolution Approving an Amendment to Resolution No. 13-Z-06 for the Surf Club Property Located at 9011 Collins Avenue to Amend Condition No. 19, of Section IV., Requiring Design and Construction of a Lifeguard Stand and Payment of Operational Costs, and Providing for a One-Time Payment to the Town In Lieu Thereof for 96th Street Park Renovations
  - Resolution Directing the Manager to Pursue the Closure of 88th Street East of Collins Avenue to Vehicular Traffic for the Purpose of Providing a Memorial Park and Pedestrian Plaza Honoring the Victims of the Champlain Towers South Collapse
  - Resolution Approving Budget Amendment No. 3 for Fiscal Year 2022 Budget
  - Resolution Urging the Florida Legislature to Oppose Senate Bill 280, Which Would Allow Individuals and Entities to Delay Enactment of Local Ordinances by Filing Lawsuits that Allege an Ordinance is Arbitrary or Unreasonable
  - Resolution Reaffirming Town's Commitment to Condemn Anti-Semitic, Hateful And Hurtful Messages And Behavior, Including Reaffirmation of the Provisions of Section 54-2 of Town's Code, "Consideration Of Anti-Semitism And Hate Crimes In Enforcing Laws" and Supporting an Amendment to Section 54-2 to Broaden the Definition of Anti-Semitism as Outlined Herein
  - Ordinance Amending the Town Code of Ordinances by Amending Section 90-57. - "Marine Structures", to Provide for Regulations for Construction of Docks, Piers and Moorings on Waterfront Lots;
  - Ordinance Implementing "Accelerate, Don't Wait", Approach for 30-year Recertification of Threshold Buildings
  - Ordinance Amending Section 90-2. "Definitions", to Delete the Definition for "Gross Acre" and to Revise Definitions for "Height," "Lot Area," And "Lot Coverage"
  - Ordinance Creating Article V – "Construction Sites", Consisting of Section 14-104 "Securing of Construction Sites, Safety, and Other Requirements", of Chapter 14 - "Buildings and Building Regulations"
  - Ordinance Amending Section 54-2. - "Consideration of Anti-Semitism and Hate Crimes In Enforcing Laws", to Strengthen and Amend the Definition and Examples of Anti-Semitism, Including Examples of Anti-Semitism Related to Israel
  - Resolution Expressing Opposition to Proposed Florida Senate Bill 1024 and House Bill 741, "Net Metering," Revising Legislative Findings Relating to Redesign of Net Metering to Avoid Cross-Subsidization of Electric Service Costs Between Classes of Ratepayers
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- Resolution Urging the Court to Consider Disbursing a Portion of Funds Already Collected to Living Former Residents of The Champlain Towers South and to Consider Disbursing New Funds to Victims as Collected
- Resolution Approving Budget Amendment No. 4 for the Fiscal Year 2022 Budget
- Resolution Authorizing Additional Expenditure of Funds to Special Counsel, Leech Tishman Fuscaldo & Lampl, for Legal Fees and Costs, in Connection with the Appeal of the Federal Aviation Administration's (FAA's) South Central Florida Metroplex Project
- Resolution Approving Purchase of Laserfiche Cloud Hosting Services from MCCI, LLC to Make Public Records Readily Accessible Through the Cloud
- Resolution Certifying and Declaring Results of the Surfside General and Special Municipal Elections Held On March 15, 2022 for Election of Mayor and Four (4) Town Commissioners and Five Referendum/Ballot Questions
- Resolution Selecting and Approving the Quote from CDW Government, LLLC for the Purchase of Thirty-Seven (37) Fully-Integrated Police Mobile Laptop Computers In an Amount Not to Exceed \$113,309.17
- Ordinance Amending Section 90-47. - "Yards, Generally Allowable Projections", Specifically Sub-Section 90-47.1 to Restrict Projections for Certain Architectural Elements and to Prohibit Combining Allowed Encroachments
- Resolution Approving Purchase and Installation of Video Surveillance and Recording Camera System Equipment for Town Hall from Streamline Voice & Data Inc.
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Amending Resolution No. 2021-2827 to Revise the Fiscal Year 2022 Police Forfeiture Fund Expenditures
- Resolution Approving the Fifth Amendment to the Agreement with Limousines of South Florida, Inc. for Municipal Bus Services
- Resolution Adopting Proclamation Honoring the Importance of Trees for Surfside's Community Environment and Encouraging the Planting of Trees; Proclaiming April 29, 2022, in Surfside As "Arbor Day"
- Resolution Approving an Appeal of Application of Zoning In Progress to Rooftop Amenities; Approving a Site Plan Application to Permit the Development of Property Located at 9165 Collins Avenue, Surfside, Florida, for a Multifamily Residential Development Consisting of 14 Dwelling Units and 32 Parking Spaces Subject to Conditions
- Resolution Approving a First Amendment to Employment Agreement between Town of Surfside and Town Manager, Andrew Hyatt; First Amendment to Employment Agreement
- Resolution Approving a First Amendment to Professional Services Agreement with HPF Associates, Inc. for Project Management Support Services for Phase II of the Undergrounding of Utilities Project; First Amendment to Professional Services Agreement
- Resolution Approving Budget Amendment No. 5 for the Fiscal Year 2022 Budget
- Resolution Approving a Project Agreement with KCI Technologies, Inc. for Undergrounding of Utilities - Phase II Pursuant to the Continuing Services Agreement for Professional Engineering Services



- Resolution Abolishing the Downtown Vision Advisory Committee; Establishing a Downtown Visioning Taskforce; Adopting a Charter and Organizational Structure for the Taskforce
- Resolution Approving Amendment No. 5 to the Memorandum of Understanding Between the Town of Surfside, City of Miami Beach, North Bay Village, Town of Bay Harbor Islands, Bal Harbour Village, and Miami Beach Chamber Education Foundation, Inc. to Fund a Nurse Enhancement Initiative for School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
- Resolution Abolishing the Town of Surfside Budget Advisory Committee
- Resolution Approving an Engagement Letter with Marcum LLLP for Financial Auditing Services for Fiscal Year Ending September 30, 2022
- Resolution Approving an Interlocal Agreement Between Miami-Dade County and Co-Permitees Named in the National Pollutant Discharge Elimination System Permit No.FIs000003 for Pollution Identification and Control Services in Municipal Separate Storm Sewer Systems (MS4S)
- Ordinance Amending the Town Code by Amending Section 90-2. - “Definitions” to Amend the Definition of “Story” and to Create A Definition of “Nonhabitable Understory;” Creating a New Section 90-49.5. – “Nonhabitable Understory” to Regulate Nonhabitable Understories in Low-Rise Residential
- Contract for Construction – Building Department/First Floor Interior Remodeling
- RFP Disaster Debris Removal and Agreement
- Contract with Badger Meter for Water Encoder Meters
- Agreement with AA Musicians LLC for Jazz Events
- Resolution and Contract of Construction for Town Hall first floor renovations
- Resolution and Title VI Program Plan for the Town Regarding Town’s Transit Services Funding
- Resolution Adopting the Town’s Fund Balance Policy
- Resolution Approving Binding Costs Estimates with Florida Power & Light Company and Underground Facilities Conversion Agreements for undergrounding electric facilities conversion
- Resolution and Agreement with GRM Information Management for document storage, handling, scanning and digitization services for the Building Department
- Resolution and Revised Surfside Social Media Policy
- Resolution Authorizing Award and Agreement for Engineering Services to Kimley-Horn & Associates for Engineering Services Related to the CDBG-MIT Town-wide Drainage Improvements and Flood Hazard Mitigation Plan
- Resolution Authorizing Award and Agreement for Disaster Debris Monitoring Services to Whitt O’Brien per RFP No. 2022-01
- Resolution and Second Amendment to Limited Revocable License Agreement with Wavey Acai Bowls LLC for Surfside’s Farmer’s Market
- Resolution Approving Budget Amendment No. 6 for FY 2022 Budget
- Ordinance Amending Section 54-78 of Town Code “Prohibited Noises” relating to Permitted Hours of Operation for Personal and Resident Landscaping Equipment
- Ordinance Amending Section 90-57 of the Town Code “Marine Structures” to Amend Regulations for Construction of Docks, Piers and Moorings on Waterfront Lots to Modify Allowable Dock Projections into Waterways

- Ordinance Amending Section 90-47 of the Town Code “Yards, Generally Allowable Projections” to Clarify Allowances for Projections into Required Setbacks
- Resolution Commemorating and Humoring Victims, Family and Friends, First Responders and Search and Rescue Teams to the Champlain Towers South Collapse, and Declaring June 24th “Surfside Champlain Towers South Remembrance Day”
- Resolution in Support of the Establishment of a New High School to Service Surfside and Neighboring Communities
- Resolution Approving a Memorandum of Understanding between Surfside, Bal Harbour, and Bay Harbor Islands, to Fund a School Resource Officer School Year 2022/2023 for Ruth K. Broad Bay Harbor K-8 Center
- Resolution and Agreement Awarded to DRC Emergency Services, LLC for Disaster Debris Removal Services Pursuant to RFP No. 2022-03
- Resolution Approving and Accepting a Matching Grant from the Florida Department of Environmental Protection for the Surfside Collins Avenue Water Main Replacement Design Phase Project
- Resolution and First Amendment to the Agreement with SFM Services, Inc. for Comprehensive Landscape Maintenance and Related Services
- Resolution Ratifying an Amendment to the Off-Street Variable Parking Rates and Time Limitation Schedule for Municipal Parking Lots
- Ordinance Amending Section 90-2 “Definitions” to Revise the Definition for “Lot Coverage” and Section 90-49 “Lot Standards” to Increase the Maximum Lot Coverage Allowed for Single-Story Homes that Do Not Exceed 22 Feet in Height to 50%
- Ordinance Amending Section 54-78(15) “Prohibited Noises,” and Section 66-7 “Disposal of Grass Cuttings and Hedge Trimmings” to Allow Operation of Landscaping Equipment and Other Noise-Producing Mechanical Devices During Permitted Hours
- Ordinance Amending Sections 90-90 and 90-95 of Article VIII, “Landscape Requirements” of Chapter 90 of the Town Code, to Increase Florida Friendly Landscaping in the Previous Areas of Single Family and Duplex Dwellings
- Ordinance Amending Section 90-67.3 Relating to the Location and Requirements for Ground-Level Mechanical Equipment and Creating Section 90-67.3 Relating to the Location and Requirements for Rooftop Mechanical Equipment, on Properties in the Single-Family H30A and H30B Zoning Districts
- Resolution Relating to Preliminary Solid Waste Assessments, Including Collection, Disposal and Recycling of Residential Solid Waste
- Resolution Approving and Adopting an Increase in Commercial Solid Waste Rates
- Resolution Authorizing Expenditure of Funds to K.C.E. Structural Engineers, P.C., for the Champlain Towers South Collapse Continued Engineering Analysis and Destructive Testing Investigation
- Resolution and Project Agreement with the Corradino Group for the Townwide Traffic Study
- Resolution Approving Budget Amendment No. 7 for FY 2022 Budget

- Resolution Approval and Project Agreement with Nova Consulting, Inc. for Collins Avenue Water Main Design Phase Project Contingent Fiscal Year 2023 Budget Approval
- Resolution Approval and Piggyback Agreement for Stand-By Disaster Cost Recover Services Competitively Awarded Pursuant to Miami-Dade County RFP No. 01488
- Resolution Approving Employee Health Benefits Contract Renewal for FY 2023
- Resolution Approving Budget Amendment No. 8 for FY 2022
- Beach Furniture Ordinance
- Resolution Adopting a Proposed Millage Rate of 4.2000 Mills for the Fiscal Year 2023, Greater than the Rolled Back Rate of 3.7102 Mills Computed Pursuant to State Law by 13.20%
- Resolution Adopting a Tentative Budget for the Fiscal Year Commencing October 1, 2022 and Ending September 30, 2023
- Resolution Approving and Adopting Multi-Year Water and Sewer Rates and Service Charges Effective October 1, 2022 for Fiscal Years 2023 to 2026
- Resolution Supporting the Designation and Renaming of State Road A1A/Collins Avenue Between 87th Terrace and 88th Street as “98 Points Of Light Way” to Honor and In Remembrance of the Victims of the Champlain Towers South Building Collapse
- Resolution Approving an Agreement with SimpleView, LLC for Website Consulting, Development, and Hosting Services for the Redesign and Relaunch of the Town’s “Visit Surfside” Visitor Website
- Resolution Supporting the Town’s Florida Department of Environmental Protection (FDEP) Grant Application for the Dune Restoration Project; Confirming the Town’s Ability to Fund and Support the Permitting, Design, Construction, and Monitoring of the Town’s Dune Restoration Project
- Resolution Approving and Supporting the Submission of Grant Applications for Town’s Priority Projects Between October 1, 2022, and September 30, 2023, Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by the Town Commission
- Resolution Approving an Agreement With Beach Raker, LLC for Beach Cleaning and Maintenance Services in an Amount not to Exceed \$171,000 Annually Utilizing the Terms and Conditions of Village of Key Biscayne Contract No.2021-11-29
- Agreement with Beach Raker LLC for Beach Cleaning and Maintenance Services
- Resolution Approving Budget Amendment No. 9 for the Fiscal Year 2022 Budget
- Resolution Relating to Solid Waste Management Services, Including Collection, Disposal and Recycling of Residential Solid Waste; Reimposing Solid Waste Service Assessments Against Assessed Residential Property for The Fiscal Year Beginning October 1, 2022
- Ordinance Amending the Town Code of Ordinances by Amending Section 90-67 – “Emergency Power Generators” to Permit the Installation of Emergency Power Generators on the Rooftop of Residential Structures in the H30A and H30B Zoning Districts
- Resolution Providing for Ratification of the Collective Bargaining Agreement between AFSCME Florida Council 79, American Federation of State, County, and

Municipal Employees, AFL-CIO and the Town of Surfside in effect from October 1, 2022 through September 30, 2025

- Resolution Adopting the Final Millage Rate For the Fiscal Year commencing October 1, 2022 and ending September 30, 2023
- Resolution Adopting A Final Budget for the Fiscal Year commencing October 1, 2022 and ending September 30, 2023
- Resolution Establishing A Sister City Relationship with the Region Of Shomron, Israel to Promote Educational, Informational, Cultural and Economic Exchanges
- Resolution Approving A Utility Work By Highway Contractor Agreement with the State of Florida Department Of Transportation (FDOT) for Utility Valve Adjustments to Town-Owned Utility Facilities on State Road A1A in Connection with FDOT Project No. 443899
- Resolution Approving and Authorizing Expenditure of Funds to AT&T for Quotation Development and Engineering Preparation Charges required in connection with Preparation of Special Construction Estimates for the Utilities Undergrounding Project
- Resolution Approving Budget Amendment No. 1 for FY 2023 Budget
- Resolution Approving an Agreement with Atlantic Pipe Services, LLC For Pipe and Manhole Lining, Renewal, And Rehabilitation Services Utilizing the Terms and Conditions of the St. Johns County, Florida, Contract No. 21-Mcc-Atl-13188
- Resolution Approving an Agreement with GM Sports Tennis, LLC for the Town's Youth Tennis Program
- Resolution Approving an Agreement with Alves Sports Group LLC for the Town's Youth Soccer Program
- Resolution Approving the Purchase of Printing and Mailing Services for the Town Gazette
- Resolution Approving a Project Agreement with 300 Engineering Group, P.A. for Manhole Rehabilitation Construction Administration and Inspection Services pursuant to the Continuing Services Agreement for Professional Engineering Services
- Resolution Approving and Authorizing the Purchase of Four (4) 2022 Ford F-150 Vehicles from Walker Ford Co Inc. for the Town's Public Works and Parks and Recreation Departments
- Resolution Approving and Authorizing the Purchase of Stormwater Pump Repair Services from the Florida Department of Transportation (FDOT) Approved Vendor Xylem Water Solutions USA, Inc.
- Resolution Approving the Appointment of Richard Gendler LLC as the Special Master for the Town and the Code Compliance Department
- Resolution Approving a Donation to the Pelican Harbor Seabird Station in Support and Sponsorship of Their Program
- Resolution Approving State Legislative Priorities for 2023

#### November 2022

- Ordinance Amending Section 90-15 of Zoning Code to Modify Membership Qualification Requirements for Planning & Zoning Board

- Resolution Approving the Purchase of Portable Radios and Related Services from Motorola Solutions, Inc. for the Town's Police Department
- Resolution Approving and Authorizing the Expenditure of Funds in an Amount Not To Exceed \$40,000 to Engage Marlin Engineering for a Zoning Code and Design Guidelines Update
- Resolution Approving the Purchase of a Schwarze Industries Street Sweeper Model A4 Storm from Tampa Crane & Body Acquisition, LLC using Sourcewell Contract No. 093021-SWZ
- Resolution Approving and Authorizing the Purchase of Nine (9) 2023 Ford Police Interceptor Utility Vehicles, Together With (i) Emergency Lighting Equipment, (ii) Graphics, (iii) Radio Equipment, and (iv) Radio Programming for Each Police Vehicle
- Resolution Approving and Accepting a Grant Award Agreement with the State of Florida Department of State, Division of Arts and Culture, for the Champlain Towers South Memorial
- Resolution Approving and Accepting a Matching Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for the Surfside Abbott Avenue Stormwater Improvements Project
- Resolution Approving the Purchase of Phase 2 Services From Kofile Technologies, Inc. for Preservation, Archival, and Digitization of Historical Town Documents
- Resolution Approving an Agreement with Beachside Events LLC for Third Thursdays Event Series Production Services
- Resolution Approving an Agreement with Beachside Events LLC for Music of the Beach Event Series Production Services
- Resolution Approving and Authorizing the Town Manager to enter into an Agreement with Playcore Wisconsin, Inc. D/B/A Gametime for Purchase and Installation of New Playground Equipment and Related Surfacing and Outdoor Fitness Equipment for Hawthorne Tot Lot Park
- Resolution Approving a Project Agreement with The Corradino Group, Inc. to Provide Building Design and Permitting Services for the Surfside Tennis Center Reconstruction Project
- Resolution Approving and Authorizing the Town Manager to Enter into an Agreement with Playcore Wisconsin, Inc. D/B/A Gametime for the Purchase and Installation of Outdoor Fitness Equipment at Town Beach Ends
- Resolution Approving an Agreement with Beach Time Max, LLC for Beach Furniture Service Operations at the Community Center
- Resolution Approving the Purchase and Expenditure of Turtle-Friendly Solar Powered Bollards from First Light Technologies LTD for Hardpack
- Resolution Selecting and Awarding a Contract for Construction to Lunacon Engineering Group, Corp. for Construction of 96th Street Park Pursuant to RFP No. 2022-05

- Resolution Approving a Project Agreement with 300 Engineering Group, P.A., Pursuant to the Continuing Services Agreement for 96th Street Park Construction Management and Owner Representation Services
- Resolution Approving Budget Amendment No. 2 for The Fiscal Year 2023 Budget

### **Litigation:**

New or supplemental information is provided for the following cases:

*Beach House Hotel, LLC vs. Town of Surfside, Case No. 2020-025405-CA-06 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida.* On December 7, 2020, the Town was served with a Complaint for Declaratory Relief, Preliminary and Permanent Injunction in connection with the Town's Beach Furniture Ordinance. On December 23, 2020, the Town filed a Motion for Extension of Time to Respond to the Complaint for 30 days. An Executive Session pursuant to Section 286.011(8), F.S., was held with the Town Commission on January 22, 2021. The Town filed its Answer and Affirmative Defenses on February 4, 2021. On May 4, 2021, the Plaintiff filed its initial discovery requests, including "First Set of Interrogatories to Defendant" and "First Request for Production of Documents to Defendant", both due within 30 days of the filing. The Town responded to the Interrogatories and Request for Documents. The Town and the Plaintiff have engaged in written discovery, which is mostly complete. On May 16, 2022, the Town Commission held an executive session per FS 286.011(8) to discuss the pending litigation and possible settlement. Following the Town's adoption of a revised beach furniture ordinance on September 13, 2022, the Plaintiff has agreed to dismiss the complaint. On October 19, 2022, the Court entered an Order of Dismissal Without Prejudice, dismissing the case without prejudice, directing each party to bear its own attorneys' fees and costs and directing the Clerk to close the case. This lawsuit or legal challenge to the previous beach furniture ordinance is final and dismissed.

*Solimar Condominium Association, Inc. v. Town of Surfside, Case No. 2019-025481-CA-01 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida.* On September 18, 2019, the Town was served with a Complaint for Declaratory Judgment, Injunctive Relief, and Restitution in connection with the Town's implementation of its 1998 stormwater fee ordinance. The plaintiff contends that the method of calculating stormwater fees is not fair to condominium unit owners, who are charged 1.0 equivalent residential units ("ERU"), the same as a single family home. The Town moved for dismissal of the Complaint on March 12, 2020, which was denied. The Town then moved for summary judgment on October 27, 2020, which remains pending. The summary judgment motion was delayed due to the COVID pandemic, court availability for a hearing, and the plaintiff's desire to conduct expert witness discovery. The Town engaged its own expert witness to rebut the opinions of the plaintiff's expert. Expert discovery is completed. Mediation of the dispute occurred on December 6, 2021 with Retired Judge Joseph Farina, but with no result. An Executive Session with the Town Commission occurred on January 6, 2022 as part of the mediation process, but no agreement was reached. No further attempts to resolve the matter have occurred. The parties have stipulated to a set of undisputed facts to permit the action to resolve by summary judgment and agreed to a briefing schedule. On June 16, 2022, Solimar filed its cross motion for



summary judgment and responded to the Town's summary judgment motion. On July 5, 2022, the Town responded to Solimar's motion for summary judgment and replied to Solimar's response to the Town's motion. Solimar replied to the Town's response on July 15, 2022, as provided in the Court's order. The summary judgment motions were heard by the Court at a hearing on October 7, 2022. At the Court's request, proposed orders were submitted by both parties within 15 days thereafter. The parties are waiting on the Court's decision and ruling on the summary judgment motions.

Shannon Gallagher, Petitioner, vs. The Town Of Surfside and 9165 Surfside LLC, Respondents; Case No. 2022-000028-AP-01 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida. A Petition for Certiorari was filed on May 20, 2022 by Shannon Gallagher alleging failure to comply with provisions of Surfside's Zoning Ordinance and Town Charter and asking certiorari review of a quasi-judicial order by the Town Commission approving plans submitted by the Applicant, Fort Point Capital, to construct a 14-unit building at 9165 Collins Avenue (Hillcrest). Gallagher moved to amend the Petition on June 10, 2022, refiled on June 15, 2022. On June 27, 2022, the Town filed its Response in Opposition to Gallagher's Motion for Leave to File and Amend Petition and Appendix. On August 26, 2022, the Court issued its order granting Petitioner Gallagher's Motion to File an Amended Petition for Certiorari and Amended Appendix. Pursuant to the Court's Order, Petitioner shall have ten (10) days from the date of the Order or by September 6, 2022 to file a corrected amended petition and appendix, which shall not include items or arguments that are not included in the record below, and Respondents are directed to file an original of their responses to the amended petition for writ of certiorari with this Court within twenty (20) days of the date of filing of the amended petition and appendix and show cause why the amended petition should not be granted. Because Gallagher did not comply with the August 26, 2022 order, on September 12, 2022, the Town and Fort Point Capital jointly moved the Court for an order compelling Gallagher to file her corrected petition and appendix. On September 23, 2022, the Court issued an order granting the joint motion and directing Gallagher to file a corrected amended petition and appendix within 10 days, failing which, the parties shall proceed on the basis of the original petition and appendix. Gallagher's corrected amended petition and amended appendix is therefore due on October 3, 2022. The Town's response to the corrected amended petition, if filed on October 3, 2022, or to the original petition, was due on October 23, 2022. Gallagher timely filed an amended petition and amended appendix. The Town's response to the amended petition, is due on November 25, 2022.

Information on other pending litigation matters has or will be provided individually to members of the Town Commission, as needed or requested.

### **Special Matters:**

Continued monitoring of new case law and legislation from Federal, State and County, challenging local home rule authority and analysis legislation adopted in the last and upcoming 2023 Florida Legislative Session. Matters which we will continue to work on and anticipate in the upcoming months include: continued efforts to inspect the CTS Site and Off-Site Facilities for investigations as to the cause of the collapse in connection

with the CTS Building Collapse; public records requests and ethics complaints, inquiries and opinions; implementation of various policy directives from the Mayor and Town Commissioners; implementation, procurement and agreement for beach furniture services at the Community Center; Design and engineering for new tennis center, resident gym and rooftop pickle ball court; Hawthorne Tot Lot Park upgrades, new playground and fitness equipment and resurfacing; implementation and agreement for purchase and installation of new fitness equipment at beach street ends; procurement and contract for construction for 96th Street Park; implementation and purchase of solar ballards lighting for hardpack; implementation and Interlocal Agreement with Miami-Dade County for residential street signs; continued review and monitoring of all Development Orders and approvals; police matters and mutual aid and other agreements; various procurements and service or provider agreements for Town improvements, equipment, facilities and programs, including purchase of police vehicles, radios and equipment; purchase of street sweeper for Public Works Department; A/C Replacement at Community Center, Bus Shelters ADA Compliant, Dune Resiliency and Beautification, Collins Avenue Water Main Design and Permitting, Stormwater Masterplan, Transportation Masterplan; Commission Chambers Audio/Visual Upgrades, Tourist Board Programs and Events Vendors; Upgrades to Zoning Code Design Standards; Town Website Update; continued assistance with implementation of AFSCME Florida Council 79 Union for Town civilian employees; implementation, procurement and construction phase for Abbott Avenue Drainage Improvements, including grant funding; implementation and funding for Surfside Boulevard improvement; contract for construction for the Town Hall first floor remodeling project; implementation of undergrounding of utilities project, including approval of FPL and AT&T agreements; implementation of walkability initiatives and traffic directives; grant funding and implementation of CTS Memorial; and upcoming Charter review and process.