

CITY OF DORAL



Request for Proposals RFP No. 2021-02

DESIGN-BUILD ADAPTIVE RE-USE INFRASTRUCTURE REDEVELOPMENT

11555 NW 58th St.

DORAL, FL





City of Doral

Request for Proposals

Design-Build Adaptive Re-Use Infrastructure Redevelopment

RFP No. 2021-02

NOTICE: Pursuant to Article V of the City's Code of Ordinances, the City of Doral (the "City") hereby gives notice of its intent to seek sealed proposals from interested parties in response to this Request for Proposals for "**RFP No. 2021-02 - Design-Build Adaptive Re-Use Infrastructure Redevelopment**" (the "RFP") to provide the services described herein. Proposals must be received by Albert Childress, City Manager, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 by **11:00 am on March 9th, 2021**. Proposals shall be submitted in a sealed envelope clearly marked on the exterior "**RFP No. 2021-02 - Design-Build Adaptive Re-Use Infrastructure Redevelopment**".

All proposals shall be publicly opened and recorded on Tuesday, March 9th, 2021 at 11:00 am. Late submittals shall **not** be accepted or considered.

Respondents are to deliver **One (1) original and Six (6) hard copies** of the response for consideration. The original and all Six copies (7 total) shall be marked accordingly as "original" or "copy," and shall be submitted in **three-ring binders**. In addition, respondents are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the response**. Emailed or faxed submittals will not be accepted.

The City of Doral reserves the right to accept any response deemed to be in the best interest of the City or to waive any technicality or irregularity in any response. The City may reject any or all qualifications and re-advertise.



PROJECT OVERVIEW

The City of Doral has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for the design and construction of: A Complete Streets Program in the City's Adaptive Re-Use Area hereinafter referred to as the "Project".

Through the process described herein, persons and/or firms interested in assisting the City with the provision of the Services must prepare and submit a Statement of Qualification in accordance with the procedure and schedule in this RFQ. The City will review submittals only from those persons and/or firms that submit a response that includes all the information required by this RFQ, the determination of which shall be in the sole discretion of the City.

The DESIGN/BUILD CONTRACTOR shall be responsible for furnishing all labor, materials, supplies, services, travel, shop drawing review, supervision, equipment, expertise and supervision to develop plans and specifications, and construct all required components for such a facility. The DESIGN/BUILD CONTRACTOR shall at its expense obtain any required permits, inspections, and testing as well as pay any fees for the purpose of this Project. Refer to 5.0 Specifications/General Project Requirements, Section 5.1 for fees reimbursed by the City to the DESIGN/BUILD CONTRACTOR. City of Doral shall waive Project impact fees. The City does not, however, waive any other regulatory matters regarding the design and construction of the facility.

It is the City's intent to select one firm to conduct the design and construction of the roadway infrastructure within the Adaptive Re-Use Area. The City reserves the right to remove any portion of this project should it deem it to be in the best interest of the City.

All questions or comments should be directed to procurement@cityofdoral.com. All inquiries must reference **"RFP No. 2021-02 - Design-Build Adaptive Re-Use Infrastructure Redevelopment"** in the subject line. No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. Only direct RFP questions will be accepted at this designated email. All public record requests are to be directed to the City Clerk's office and not to the Procurement email address.

In the event that it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

A copy of this complete RFP may be obtained from the City of Doral website, www.cityofdoral.com, via <https://vendorregistry.com/> or via Onvia Demandstar <https://network.demandstar.com/> by clicking on the Procurement Division link under City Departments. Select the "Bid Solicitation" link. For Omnia DemandStar, it is important that you click on the "Register and Download" hyperlink to access the entire document. Please note that a brief registration process is required prior to download. Once registered, you will receive an activation code that will grant you access to the documents and, if applicable, notification of subsequent updates. Onvia offers vendors the option to register for notification from a



single agency at no cost. Access includes full functionality of the Onvia Demandstar platform – you can view the agency’s bids, quotes and download documents at no cost. To obtain the solicitation interested parties must follow the link and register to be able to download the document.



TABLE OF CONTENTS

- 1.0 Schedule of Events**
- 2.0 General Conditions**
- 3.0 Special Conditions**
- 4.0 Instructions to Proposers**
- 5.0 Specifications/General Project Requirements**
- 6.0 Evaluation and Award Criteria**
- 7.0 Required Forms**

ATTACHMENTS PROVIDED TO THE DESIGN/BUILD CONTRACTOR

- Exhibit A – Adaptive Re-Use Master Plan**
- Exhibit B – Preliminary Survey**
- Exhibit C – Preliminary Geotechnical Report**



Schedule of Events

Below is the current schedule of the events that will take place in the procurement process. The City of Doral reserves the right to make changes or alterations to the schedule as the City of Doral determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the City of Doral, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Proposed Dates	Minimum # of Days	Event
<u>2/5/2021</u>	14	Official Advertisement with RFP
<u>2/23/2021</u>		<p>Mandatory Pre-Proposal Meeting on Tuesday, Feb 23rd, 2021 10:00 AM (EST) 2:00 PM (EST)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/661178565</p> <p>You can also dial in using your phone. US: +1 (646) 749-3122 Access Code: 661-178-565</p>
<u>3/2/2021</u>		Cut-off Date for Written Questions at 5:00 pm local time.
<u>3/9/2021</u>	5	Letters of Interest for Phase I of the procurement process due in the City by 5:00 pm local time
<u>3/16/2021</u>	14	Letters of Interest provided to Selection Committee for evaluation.
<u>3/31/2021</u>	3	<p>Public Meeting of Selection Committee to review and confirm Letter of Interest scores on Wed, Mar 31st, 2021 10:00 AM (EST)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/371627517</p> <p>You can also dial in using your phone. US: +1 (224) 501-3412 Access Code: 371-627-517</p>
<u>3/31/2021</u>	0	<p>Shortlist Posting Date on Wed, Mar 31st, 2021 10:00 AM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/371627517</p> <p>You can also dial in using your phone. US: +1 (224) 501-3412 Access Code: 371-627-517</p>



<u>4/8/2021</u>	7	<p>Mandatory Pre-Proposal meeting on Thursday, April 8th, 2021 10:00 AM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/828458445</p> <p>You can also dial in using your phone. US: +1 (872) 240-3311 Access Code: 828-458-445</p> <p>All Utility Agency/Owners that the Department contemplates an adjustment, protection, or relocation is possible are to be invited to the Mandatory Pre-Proposal Meeting.</p>
<u>4/16/2021</u>	14	<p>Deadline for submittal of questions, for which a response is assured, prior to the submission of the Technical Proposal. All questions shall be submitted to the City’s procurement email: procurement@cityofdoral.com.</p>
<u>5/4/2021</u>	7	<p>Deadline for the City to post responses to the City’s procurement email: procurement@cityofdoral.com for questions submitted by the Design-Build Firms prior to the submittal of the Technical Proposal.</p>
<u>5/13/2021</u>	2	<p>Technical Proposals due in City of Doral by Thursday, May 13th, 2021 5:00 PM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/420836085</p> <p>You can also dial in using your phone. US: +1 (872) 240-3412 Access Code: 420-836-085</p>
<u>5/17/2021</u>	0	<p>Deadline for Design-Build Firm to “opt out” of Technical Proposal Page Turn meeting. Monday, May 17th, 2021 10:00 AM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/603955845</p> <p>You can also dial in using your phone. US: +1 (571) 317-3122 Access Code: 603-955-845</p>
<u>5/28/2021</u>	7	<p>Technical Proposal Page Turn Meeting. Times will be assigned at the submittal date. 30 Minutes will be allotted for this Meeting. Friday, May 28th, 2021 10:00 AM (EDT)</p>



		<p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/367844893</p> <p>You can also dial in using your phone. US: +1 (872) 240-3212 Access Code: 367-844-893</p>
<u>6/4/2021</u>	14	Question and Answer Written Responses. Deadline for the City of Doral to provide a list of questions/clarifications for the Design-Build Firm to answer.
<u>6/18/2021</u>	7	Deadline for submittal of Question and Answer Written Responses to the City's questions/clarifications from the Design-Build Firm. 5:00 pm local time.
<u>6/25/2021</u>	7	Deadline for submittal of follow up questions to previously submitted Question and Answer Written Responses to the City's questions/clarifications from the Design-Build Firm. 5:00pm local time
<u>7/2/2021</u>	7	Deadline for submittal of Question and Answer Written Responses to the City's follow up questions. 5:00 pm local time.
<u>7/9/2021</u>	0	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Price Proposal. All questions shall be submitted to the City's procurement email: procurement@cityofdoral.com .
<u>7/16/2021</u>	5	Deadline for the City of Doral to post responses to procurement e-mailed questions submitted by the Design-Build Firms prior to the submittal of the Price Proposal.
<u>7/27/2021</u>	2	<p>Price Proposals due in City of Doral Tuesday, July 27th, 2021 5:00 PM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/838305229</p> <p>You can also dial in using your phone. United States: +1 (408) 650-3123</p> <p>Access Code: 838-305-229</p>
<u>7/30/2021</u>	0	<p>Public announcing of Technical Scores at 10:00 am local time in City of Doral Government Center, 8401 NW 53rd Terrace or attend virtual meeting. Friday, July 30th, 2021 10:00 AM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/220845509</p>



		<p>You can also dial in using your phone. US: +1 (571) 317-3112 Access Code: 220-845-509</p>
<u>7/30/2021</u>	7	<p>Public Meeting or Virtual Meeting Date of Selection Committee to determine intended Award. Friday, July 30th, 2021 11:00 AM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/220845509</p> <p>You can also dial in using your phone. US: +1 (571) 317-3112 Access Code: 220-845-509</p>
<u>8/6/2021</u>	0	<p>Final Selection Posting Date - Friday, August 6th, 2021 10:00 AM (EST)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/407235501</p> <p>You can also dial in using your phone. US: +1 (571) 317-3112 Access Code: 407-235-501</p>
<u>8/13/2021</u>	6	<p>Anticipated Award Date - Friday, August 13th, 2021 10:00 AM (EST)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/379895381</p> <p>You can also dial in using your phone. US: +1 (646) 749-3122 Access Code: 379-895-381</p>
<u>8/24/2021</u>	10	<p>Anticipated Execution Date - Tuesday, August 24th, 2021 10:00 AM - 11:00 AM (EST)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/343267653</p> <p>You can also dial in using your phone. US: +1 (646) 749-3122 Access Code: 343-267-653</p>

END OF SECTION



SECTION 1

GENERAL CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation

Successful Proposer/ Contractor/ Design-Build Contractor

The Responsive and Responsible Proposer whose response to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the RFP and a Notice of Commencement will be issued. Upon execution of a contract the Successful Proposer will become the Vendor or the Design-Build contractor.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFP. Any verbal

interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

Proposal

The written, sealed document submitted by the Proposer according to the RFP instructions. A response to this RFP shall not include any verbal interactions with the City apart from submittal of a formal written proposal.

Work, Services, Program or Project

Shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

Shall/ Must

Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, may result in the rejection of a proposal as non-responsive.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual Proposers regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publicly noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement Webpage. If necessary, a new RFP opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the



form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) **Incurring Expenses**

The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) **Request for Modifications**

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) **Bid Acknowledgment**

By submitting a proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Submittals**

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) **Submittals Binding**

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals/ Statement/ Proposals**

Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.



All statements of qualifications received from Proposers in response to this RFP shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, Miami-Dade County Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or

Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non- compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFP between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFP between potential vendor, service provider, Proposer, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP between a potential vendor, service provider, Proposer, lobbyist or consultant and the Mayor or Council Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further



review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFP, or proposal between a potential vendor, service provider, Proposer, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of Proposers/Proposers regarding a particular proposal/proposal during the time period between the opening of proposals and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular proposer shall render the RFP award or proposal award to said proposer voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 Florida Government in the SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFP are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts



for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United



States. The Awarded Proposer shall pay all damages and costs awarded against the City.

- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 HIRING PREFERENCE FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral

Businesses and Residents in Public Works and Improvements Contracts.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

END OF SECTION



SECTION 2

Special Conditions

2.1 BACKGROUND

The City of Doral has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for the design and construction of: A Complete Streets Program in the City's Adaptive Re-Use Area hereinafter referred to as the "Project".

It is the City of Doral's intent to promote the use of innovative design concepts, components, details, and construction techniques for implementation of the Complete Streets Program. The Design-Build Firm may submit a Technical Proposal that includes innovative concepts if they are discussed with the City of Doral and approved in accordance with Part 1, Chapter 121 of the FDOT Design Manual (FDM) using the Alternative Technical Concept (ATC) process.

The DESIGN/BUILD CONTRACTOR shall be responsible for furnishing all labor, materials, supplies, travel, shop drawing review, supervision, equipment, expertise and supervision to develop plans and specifications and construct all required components for the design and reconstruction of the corridors and public ROW listed below. The DESIGN/BUILD CONTRACTOR shall at their expense obtain any required permits, inspections, and pay any fees for the purpose of this Design-Build Project. The City does not waive any other regulatory matters regarding the design and construction of the facility. The DESIGN/BUILD CONTRACTOR shall be responsible to prepare and provide a topographic survey of the project site.

The City of Doral desires services from a Design-Build Firm (DBF) for final design and construction of a Complete Streets Program within the Adaptive Re-Use area of the City more particularly described as the area bounded by NW 58th Street on the North, NW 87th Avenue on the West, NW 54th Street on the South, and NW 79th Avenue on the East. The proposed roadway improvements shall include pedestrian connectivity, connectivity with the City's bicycle network, on-street parking, stormwater improvements, lighting, landscaping, signing and pavement markings, signage, traffic calming improvements, harmonization with adjacent properties, traffic and transit analysis, and NW 84th Avenue shall include a Bus/Trolley route/lane.

The Design-Build Firm shall make it a focal point to incorporate aesthetic, landscape and technology elements into the final design and construction of the Complete Streets Program. Such elements shall adhere to the requirements herein and attachments to this RFP.

The Design-Build Firm is responsible for final design and construction of the following:



- Traffic Operations Analysis of area and any proposed/warranted improvements.
- Traffic calming elements where necessary and feasible.
- Minimum 11-foot lanes on NW 84th and NW 82nd Avenues, Minimum 12-foot lanes on NW 54th and NW 56th Streets.
- Pedestrian connectivity within the project area.
- NW 84th Avenue is to be utilized as an express Bus/Trolley Route North-South between NW 54th Street and NW 58th Street.
- Bike lanes or Shared Use Paths are to be incorporated where feasible.
- NW 54th and NW 56th Streets are to have off-site parallel parking.
- NW 82nd and NW 84th Avenues will have either reverse angle parking or parallel parking.
- New lighting, stormwater improvements, sidewalks, curb and gutter, roadway widening, and parking areas within the subject area,
- Consideration for SMART Cities technology implementation.

The Design-Build Firm is responsible for preparation and submittal of all permits required for this project including Landscape Removal and Relocation plans. Landscape Removal and Relocation Plans shall be submitted for approval to Miami-Dade County.

The total estimated design/ build cost for this project is projected to be approximately **\$4,000,000.00**. Contractor shall supply proof of their bonding capacity in said amount by means of a Letter of Eligibility from their bonding company.

It is the City of Doral's intent that all Project construction activities be conducted within the existing Right of Way. Harmonization may occur within property adjacent to the City's Right-of-Way once the Design-Build Firm has acquired a harmonization easement from the individual property owners. The Design-Build Firm may submit a Technical Proposal that requires the acquisition of additional Right of Way if the subject acquisition was approved during the



Alternative Technical Concept (ATC) process. Any Technical Proposal that requires the acquisition of additional Right of Way will not extend the contract duration as set forth in the Request for Proposal under any circumstances. The CITY will have sole authority to determine whether the acquisition of additional Right of Way on the Project is in the CITY's best interest, and the CITY reserves the right to reject the acquisition of additional Right of Way.

If the Design-Build Firm's Technical Proposal requires additional Right of Way approved by the City, the additional Right of Way will be required to be directly acquired by the City. The Design-Build Firm shall submit, along with the Technical Proposal, Right of Way maps and legal descriptions including area in square feet of any proposed additional Right of Way parcels in the Technical Proposal. The additional Right of Way will be acquired by the City in accordance with all applicable state and federal laws, specifically including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (42 USC Chapter 61) and its implementing regulations. This includes completing a State Environmental Impact Report (SEIR) or National Environmental Policy Act (NEPA) evaluation as appropriate. All costs concerning the acquisition of additional Right of Way will be borne solely by the Design-Build Firm. These costs include, but are not limited to consultant acquisition, appraisal services, court fees, attorney and any expert fees, property cost, etc. The City will have sole discretion with respect to the entire acquisition process of the additional Right of Way.

If the Design-Build Firm's Technical Proposal requires additional Right of Way, the acquisition of any such Right of Way shall be at no cost to the City, and all costs associated with securing and making ready for use such Right of Way for the Project shall be borne solely by the Design-Build Firm as a part of the Design-Build Firm's Lump Sum Price Bid. The City will not advance any funds for any such Right of Way acquisition and the Design-Build Firm shall bear all risk of delays in the acquisition of the additional property, regardless of cause or source. No additional contract time will be granted.

The Design Build Firm shall provide to the City an estimate of the purchase price of the land from the property owner and any conditions related to the purchase. The City will provide to the successful Design-Build Firm an estimate of all costs related to the acquisition and use of the additional Right-of-Way for the project. At the time the Design-Build Firm returns the executed contract to the City, the Design-Build Firm will provide the City funds equal to the amount of the City's estimate along with a Letter of Credit approved by the City in an amount equal to 100% of the City's estimate. If additional funds beyond the City's estimate are anticipated, the Design-Build Firm shall be solely responsible for all such costs and provide the same to the City upon ten (10) days written notice from the City. The Letter of Credit is for the purpose of securing the



obligations of the Design-Build Firm with respect to the acquisition and use of additional Right-of-Way. The Letter of Credit will be released upon the City's determination that all costs related to the acquisition of and making ready for use of the additional Right-of-Way have been satisfied. Any remaining funds provided will be returned to the Design-Build Firm.

Any additional Right of Way must be acquired prior to the commencement of any construction on or affecting the subject property. The Design-Build Firm waives any and all rights or claims for information, compensation, or reimbursement of expenses with respect to the Design-Build Firm's payment to the City for costs associated with the acquisition of the additional Right of Way. The additional Right-of-Way cannot be used for any construction activity or other purpose until the City has issued an applicable parcel clear letter or a Right of Way Certification for Construction.

If the City's attempt to acquire the additional Right of Way is unsuccessful, then the Design-Build Firm shall provide a design of the Project within existing Right of Way and be required to complete the Project solely for the Lump Sum Price Bid, with no further monetary or time adjustments arising therefrom. Under no circumstances will the City be liable for any increase in either time or money impacts the Design-Build Firm suffers due to the Design-Build Firm's proposed acquisition of additional Right of Way, whether or not the acquisition is successful.

2.2 A/E TECHNICAL CERTIFICATION REQUIREMENTS:

- **16.00** **General Civil Engineering (PRIME)**
- 3.00 Highway Systems
- 9.02 Geotechnical and Materials Engineering Services
- 10.01 Stormwater Drainage Design Engineering Services
- 15.00 Surveying and Mapping
- 20.00 Landscape Architecture
- 22.00 ADA Title II Consultant

To satisfy Miami-Dade County technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. Teams of firms must designate one of its members as the "prime design consultant". The Prime Design Consultant will be held responsible for the coordination of all the work and must hold technical certification in category 16.00 – General Civil Engineering. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, then said individual is required to have the relevant certification(s). Individuals who are not technically certified will not be allowed to perform work



for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

Proposers (prime and/or sub-consultants) failure to be technically certified at the time of proposal submittal, as applicable, shall cause the proposal to be deemed non-compliant.

2.3 PRECLUSION

Firms that provided or assisted in the programming, space planning and/or design of the conceptual plan for the Adaptive Re-Use Area are excluded from submitting a proposal for performing those same services. Subconsultants that performed ancillary support services (i.e site survey, cost estimating, Geotech) to the prime firm are allowed to be subconsultants to other firms submitting a proposal.

The following Companies excluded are:

- Tindale Oliver

2.4 LICENSING AND PERMIT(S)

2.4.1 Proposer shall be required to obtain and furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to perform services hereunder as required by Florida State Statute, Florida Building Code, Miami-Dade County or City Code, if any. These documents shall be furnished to the City along with the proposal response. Failure to furnish these documents or to have required licensure may be grounds for rejecting the proposal.

2.4.2 The DESIGN/BUILD CONTRACTOR shall be licensed and certified by all appropriate State and Local agencies. The DESIGN/BUILD CONTRACTOR shall procure; at its own expense, all necessary licenses and permits. The DESIGN/BUILD CONTRACTOR shall conform to all applicable laws, regulations, or ordinances of the State, County and City.

Successful Proposer must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Proposers must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the Proposer's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.5 MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal Conference will be held on Tuesday, February 23rd, 2021 at 10:00



~~a.m.~~ **2:00 P.M.** via **GoToMeeting Conference Call**. During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. Attendance to the Pre-Bid conference is **Mandatory**.

February 23rd, 2021 at ~~10:00 A.M.~~ 2:00 P.M.

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/661178565>

You can also dial in using your phone: United States: +1 (646) 749-3122

Access Code: 661-178-565

Respondents are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of a Proposal, it will be construed that the Respondent is acquainted sufficiently with the site(s) and the work to be performed.

2.6 TECHNICAL PROPOSAL PAGE-TURN MEETING

The City of Doral will meet with each Proposer, formally for thirty (30) minutes, for a page-turn meeting. The purpose of the page-turn meeting is for the Design-Build Firm to guide the Technical Review Committee through the Technical Proposal, highlighting sections within the Technical Proposal that the Design-Build Firm wishes to emphasize. The page-turn meeting will occur between the date the Technical Proposal is due, and the Question and Answer Written Response occurs, per the Schedule of Events section of this RFP. The City of Doral will terminate the page-turn meeting promptly at the end of the allotted time. The City of Doral will record all of the page-turn meeting. All recordings will become part of the Contract Documents. The page-turn meeting will not constitute discussions or negotiations. The Design-Build Firm will not be permitted to ask questions of the Technical Review Committee during the page-turn meeting. Roll plots submitted with the Technical Proposal and an unmodified aerial or map of the project limits provided by the Design-Build Firm is acceptable for reference during the page-turn meeting. The unmodified aerial or map may not be left with the City of Doral upon conclusion of the page turn meeting. Use of other visual aids, electronic presentations, handouts, etc., during the page turn meeting is expressly prohibited. Upon conclusion of the thirty (30) minutes, the Technical Review Committee is allowed five (5) minutes to ask questions pertaining to information highlighted by Design-Build Firm. Participation in the page-turn meeting by the Design-Build Firm shall be limited to eight (8) representatives from the Design-Build Firm. Design-Build Firms desiring to opt out of the page-turn meeting may do so by submitting a request to the City of Doral.

2.7 TERM OF CONTRACT AND EXTENSION



The Agreement to be entered into with the successful proposer will include, but not be limited to, the following terms and conditions.

The City and the successful Proposer shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Proposer awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

It is hereby understood and agreed, by and between the proposers and the City, that the completion time as specified in proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

The proposers shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposers shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The proposer shall pay all damages and costs awarded against the City.

Prior to extending any contract and in exercising its discretion in its option rights, the City shall review the Proposer’s past performance, record of complaints, and compliance with the contract terms.

The Contract duration shall be for the length of the construction.

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.8 DESIGN-BUILD RESPONSIBILITY

The Design-Build Firm shall be responsible for survey, geotechnical investigation, design, preparation of all documentation related to the acquisition of all permits and right-of-way not acquired by the City of Doral, and, preparation of any and all information required to modify permits acquired by the City of Doral. The Design-Build Firm shall also be responsible for all maintenance of traffic, demolition, and construction through Project completion date indicated in the Proposal. The Design-Build Firm shall coordinate all utility relocations.

The Design-Build Firm shall be responsible for compliance with Design and Construction Criteria (Section 3.0) which sets forth requirements regarding survey, design, construction, and



maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public.

The Design-Build Firm is responsible for coordinating with the City of Doral and Miami-Dade County for any engineering information related to Environmental Reevaluations as a result of any proposed engineering design changes. The Design-Build Firm will not be compensated for any additional costs or time associated with Reevaluation(s) resulting from proposed design changes.

The Design-Build Firm shall examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be given to the City of Doral's Project Manager.

The Design-Build Firm shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid on their own opinion of the conditions likely to be encountered. The submission of a proposal is prima facie evidence that the Design-Build Firm has made an examination as described in this provision.

The Design-Build Firm shall demonstrate good Project management practices while working on this Project. These include communication with the City of Doral and others as necessary, management of time and resources, and documentation.

2.9 CITY OF DORAL RESPONSIBILITY

The City of Doral will provide contract administration, management services, construction engineering inspection services, environmental oversight, and quality acceptance reviews of all work associated with the development and preparation of the contract plans, permits, and construction of the improvements. The City of Doral will provide Project specific information and/or functions as outlined in this document.

2.10 PRICING

If the Proposer is awarded a contract under this RFP solicitation, the prices quoted by the Proposer shall remain fixed and firm. However, the Proposer may offer incentives and discounts from this fixed price to the City at any time during the contractual term.



The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

2.11 NON-RESPONSIVE PROPOSALS

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those proposals wherein the same Engineer is identified in more than one proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Department of Labor's System for Award Management (SAM) list.

The City of Doral will not give consideration to tentative or qualified commitments in the proposals. For example, the City of Doral will not give consideration to phrases as "we may" or "we are considering" in the evaluation process for the reason that they do not indicate a firm commitment.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

Any proposal submitted by a Proposer that did not sign-in at the mandatory pre-proposal meeting will be non-responsive.

2.12 WAIVER OF IRREGULARITIES

The City of Doral may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the City of Doral's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

2.12.1 Any design submittals that are part of a proposal shall be deemed preliminary only.



- 2.12.2 Preliminary design submittals may vary from the requirements of the Design and Construction Criteria. The City of Doral, at their discretion, may elect to consider those variations in awarding points to the proposal rather than rejecting the entire proposal.
- 2.12.3 In no event will any such elections by the City of Doral be deemed to be a waiving of the Design and Construction Criteria.
- 2.12.4 The Proposer who is selected for the Project will be required to fully comply with the Design and Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Design and Construction Criteria.
- 2.12.5 Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established City of Doral policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, use of new products, new uses for established products, etc.
- 2.12.6 The Proposer shall obtain any necessary permits or permit modifications not already provided.
- 2.12.7 Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.
- 2.12.8 Conceptual designs provided during the procurement process are property of the City of Doral once shortlisted firms accept the Stipend Agreement.

2.13 MODIFICATION OR WITHDRAWAL OF TECHNICAL PROPOSAL

Proposers may modify or withdraw previously submitted Technical Proposals at any time prior to the Technical Proposal due date. Requests for modification or withdrawal of a submitted Technical Proposal shall be in writing and shall be signed in the same manner as the Technical Proposal. Upon receipt and acceptance of such a request, the entire Technical Proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in sealed envelope to be opened at the same time as the Technical Proposal provided the change is submitted prior to the Technical Proposal due date.

2.14 CITY OF DORAL'S RESPONSIBILITIES

This Request for Proposal does not commit the City of Doral to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services.

The City of Doral does not guarantee the details pertaining to borings, as shown on any documents supplied by the City of Doral, to be more than a general indication of the materials



likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated.

2.15 DESIGN-BUILD CONTRACT

The City of Doral will enter into a Lump Sum contract with the successful Design-Build Firm. The maximum budget amount for this project shall not exceed \$4,250,000 (four million two hundred and fifty thousand dollars). Any submitted bid amount exceeding the maximum budget amount may be deemed non-responsive. In accordance with Section V, the Design-Build Firm will provide a schedule of values to the City of Doral for their approval. The total of the Schedule of Values will be the lump sum contract amount.

The terms and conditions of this contract are fixed price and fixed time. The Design-Build Firm's submitted bid (time and cost) is to be a lump sum bid for completing the scope of work detailed in the Request for Proposal.

Design-Build Firm` to provide Letter of Bond-ability from Surety Company which shall include bonding limits. The City of Doral shall have right to inspect and copy during regular business hours at City of Doral's expense, the books and records and accounts of Design-Build Firm which relate in any way to the Project, and to any claim for additional compensation made by Design-Build Firm, and to conduct an audit of the financial and accounting records of Design-Build Firm which relate to the Project. Design-Build Firm shall retain and make available to City of Doral all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, the Design-Build Firm shall provide the City of Doral access to its books and records upon five (5) days written notice

2.16 METHOD OF AWARD

The City will open all submittals received at the time of the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2 and contain all required forms listed and provided in Section 5 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, hourly rates, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, will be taken into consideration in the Award of the Agreement.

Upon approval by the City Council, a contract shall be awarded to one Proposer selected as the most responsible, responsive Proposer meeting all selection criteria. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are



currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

The City’s selection committee will evaluate proposals and will select the Proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City’s decisions will be final.

The purpose of the Evaluation Process is to evaluate the Proposals submitted in response to this Request for Proposals and to establish the most advantageous firm/individual, further identified as the #1 or highest ranked firm/individual. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

PHASE I - An Evaluation Committee, appointed and approved by the City Manager’s Office, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

EVALUATION CRITERIA – PHASE I

EVALUATION CRITERIA FOR RFP		
Criteria	Description	Points
1	Experience and Past Performance	30
2	Qualifications of Team and Key Personnel	30
3	Quality/ Project Approach	30
4	Safety	5
5	Value Added/ Innovations	5
	Total Points	100

Based on the number of RFP submissions received, the Selection Committee may elect that all Proposers participate in the Phase II evaluation process and not utilize the Phase I evaluation scores. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only.

PHASE II — The City may conduct interview presentations and re-evaluate and score “shortlisted” firms/individuals to establish a ranking of the “shortlisted” firms/individuals.

PHASE II — EVALUATION

All finalists are in equal standing at the beginning of Phase II Evaluation. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee additional insight regarding their proposal and that of the qualifications of the firm/individual. Each Selection Committee



member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked, and tabulated as described to determine the top ranked firm/individual.

EVALUATION CRITERIA - PHASE II

EVALUATION CRITERIA FOR RFP		
Criteria	Description	Points
1	Conceptual Design/ Construction	50
2	Time of Performance/ Schedule	20
3	Pricing	30
	Total Points	100

2.17 SCHEDULE OF EVENTS

Below is the current schedule of the events that will take place in the procurement process. The City of Doral reserves the right to make changes or alterations to the schedule as the City of Doral determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the City of Doral, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Proposed Dates	Minimum # of Days	Event
<u>2/5/2021</u>	14	Official Advertisement with RFP
<u>2/23/2021</u>		Mandatory Pre-Proposal Meeting on Tuesday, Feb 23 rd , 2021 10:00 AM (EST) 2:00 PM (EST) Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/661178565 You can also dial in using your phone. US: +1 (646) 749-3122 Access Code: 661-178-565
<u>3/2/2021</u>		Cut-off Date for Written Questions at 5:00 pm local time.
<u>3/9/2021</u>	5	Letters of Interest for Phase I of the procurement process due in the City by 5:00 pm local time
<u>3/16/2021</u>	14	Letters of Interest provided to Selection Committee for evaluation.
<u>3/31/2021</u>	3	Public Meeting of Selection Committee to review and confirm Letter of Interest scores on Wed, Mar 31 st , 2021 10:00 AM (EST)



		<p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/371627517</p> <p>You can also dial in using your phone. US: +1 (224) 501-3412 Access Code: 371-627-517</p>
<u>3/31/2021</u>	0	<p>Shortlist Posting Date on Wed, Mar 31st, 2021 10:00 AM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/371627517</p> <p>You can also dial in using your phone. US: +1 (224) 501-3412 Access Code: 371-627-517</p>
<u>4/8/2021</u>	7	<p>Mandatory Pre-Proposal meeting on Thursday, April 8th, 2021 10:00 AM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/828458445</p> <p>You can also dial in using your phone. US: +1 (872) 240-3311 Access Code: 828-458-445</p> <p>All Utility Agency/Owners that the Department contemplates an adjustment, protection, or relocation is possible are to be invited to the Mandatory Pre-Proposal Meeting.</p>
<u>4/16/2021</u>	14	<p>Deadline for submittal of questions, for which a response is assured, prior to the submission of the Technical Proposal. All questions shall be submitted to the City’s procurement email: procurement@cityofdoral.com.</p>
<u>5/4/2021</u>	7	<p>Deadline for the City to post responses to the City’s procurement email: procurement@cityofdoral.com for questions submitted by the Design-Build Firms prior to the submittal of the Technical Proposal.</p>
<u>5/13/2021</u>	2	<p>Technical Proposals due in City of Doral by Thursday, May 13th, 2021 5:00 PM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/420836085</p> <p>You can also dial in using your phone. US: +1 (872) 240-3412 Access Code: 420-836-085</p>



<u>5/17/2021</u>	0	<p>Deadline for Design-Build Firm to “opt out” of Technical Proposal Page Turn meeting. Monday, May 17th, 2021 10:00 AM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/603955845</p> <p>You can also dial in using your phone. US: +1 (571) 317-3122 Access Code: 603-955-845</p>
<u>5/28/2021</u>	7	<p>Technical Proposal Page Turn Meeting. Times will be assigned at the submittal date. 30 Minutes will be allotted for this Meeting. Friday, May 28th, 2021 10:00 AM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/367844893</p> <p>You can also dial in using your phone. US: +1 (872) 240-3212 Access Code: 367-844-893</p>
<u>6/4/2021</u>	14	<p>Question and Answer Written Responses. Deadline for the City of Doral to provide a list of questions/clarifications for the Design-Build Firm to answer.</p>
<u>6/18/2021</u>	7	<p>Deadline for submittal of Question and Answer Written Responses to the City’s questions/clarifications from the Design-Build Firm. 5:00 pm local time.</p>
<u>6/25/2021</u>	7	<p>Deadline for submittal of follow up questions to previously submitted Question and Answer Written Responses to the City’s questions/clarifications from the Design-Build Firm. 5:00pm local time</p>
<u>7/2/2021</u>	7	<p>Deadline for submittal of Question and Answer Written Responses to the City’s follow up questions. 5:00 pm local time.</p>
<u>7/9/2021</u>	0	<p>Deadline for submittal of questions, for which a response is assured, prior to the submission of the Price Proposal. All questions shall be submitted to the City’s procurement email: procurement@cityofdoral.com.</p>
<u>7/16/2021</u>	5	<p>Deadline for the City of Doral to post responses to procurement e-mailed questions submitted by the Design-Build Firms prior to the submittal of the Price Proposal.</p>
<u>7/27/2021</u>	2	<p>Price Proposals due in City of Doral Tuesday, July 27th, 2021 5:00 PM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/838305229</p>



		<p>You can also dial in using your phone. United States: +1 (408) 650-3123</p> <p>Access Code: 838-305-229</p>
<u>7/30/2021</u>	0	<p>Public announcing of Technical Scores and opening of Price Proposals at 10:00 am local time in City of Doral Government Center, 8401 NW 53rd Terrace or attend virtual meeting. Friday, July 30th, 2021 10:00 AM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/220845509</p> <p>You can also dial in using your phone. US: +1 (571) 317-3112 Access Code: 220-845-509</p>
<u>7/30/2021</u>	7	<p>Public Meeting or Virtual Meeting Date of Selection Committee to determine intended Award. Friday, July 30th, 2021 11:00 AM (EDT)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/220845509</p> <p>You can also dial in using your phone. US: +1 (571) 317-3112 Access Code: 220-845-509</p>
<u>8/6/2021</u>	0	<p>Final Selection Posting Date - Friday, August 6th, 2021 10:00 AM (EST)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/407235501</p> <p>You can also dial in using your phone. US: +1 (571) 317-3112 Access Code: 407-235-501</p>
<u>8/13/2021</u>	6	<p>Anticipated Award Date - Friday, August 13th, 2021 10:00 AM (EST)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/379895381</p> <p>You can also dial in using your phone. US: +1 (646) 749-3122 Access Code: 379-895-381</p>



<u>8/24/2021</u>	10	<p>Anticipated Execution Date - Tuesday, August 24th, 2021 10:00 AM - 11:00 AM (EST)</p> <p>Join the meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/343267653</p> <p>You can also dial in using your phone. US: +1 (646) 749-3122 Access Code: 343-267-653</p>
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2.18 DUE DATE

Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding. Tabs must be clearly identified with the submittals. Submittals must be upload as one file inclusive of all required forms and certifications.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Proposer shall assume full responsibility for timely upload of submittal. The City will not responsible for any technical difficulties. The City of Doral cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposal must be supplied to constitute a regular submittal.

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

2.19 JOINT VENTURE FIRM

Two or more Firms submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, F.A.C. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney Form No. 375-020-18, prior to the deadline for receipt of Letters of Interest.

If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the proposal. The proposal shall clearly identify who will be responsible for the engineering, quality control, and geotechnical and construction portions of the Work. The Joint Venture shall provide an Affirmative Action Plan specifically for the Joint Venture.



2.20 PARTNER/TEAMING AGREEMENT

Partner/Teaming Arrangements of the Design-Build Firm (i.e., Prime Contractor or Lead Design Firm) cannot be changed after submittal of the Letter of Interest without written consent of the City of Doral. In the event a change in the Partner/Teaming Arrangement is requested, the Design-Build Firm shall submit the reason for the proposed change. Any changes in the Partner/Teaming Arrangement shall be subject to review and approval by the City of Doral’s City Engineer. The City of Doral shall have sole discretion in determining whether or not the proposed substitutions in Partner/Teaming Arrangements are comparable to the Partner/Teaming Arrangements identified in the Letter of Interest and/or Technical Proposal.

2.21 INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to “**Exhibit A**”.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

2.22 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the proposal to be considered non-responsive.

2.23 COMPLETE PROJECT REQUIRED

The Work to be performed under any Contract resulting from this Request for Qualifications shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the



Work in good faith shall be performed, furnished, and installed by the Awarded Proposer as though originally so specified or shown, at no increase in cost to the City.

2.24 INQUIRIES

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at procurement@cityofdoral.com. All inquiries must have in the subject line the following: **“RFP No. 2021-02 – Design-Build Adaptive Re-Use Infrastructure Development”**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email on or **before 5:00 pm March 2nd, 2021**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

2.25 ATTACHED FORMS AND CERTIFICATIONS

2.25.1 Non-Collusion Affidavit

Each Contractor shall complete the Non-Collusion Affidavit and shall submit the executed form with the bid. City considers the failure of the Contractor to submit this document to be a major irregularity and shall be cause of rejection of the Bid.

By offering a submission pursuant to this Invitation to Participate, the Contractor certifies that it has not divulged, discussed or compared his/her Bid with other Contractors and has not colluded with any other Contractors or parties to this bid whatsoever. Also, the Contractor certifies, and in the case of a joint bid, each party thereto certifies, as to his/her own organization, that in connection with this Bid.

No attempt has been made or will be made by the Contractor to induce any other person or dealership to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Contractor for the purpose of doing business.

2.25.2 Prohibition on Contingent Fees



As part of any Bid, the Contractor shall warrant, by way of the attached Contingent Fees Affidavit, that that he/she/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 the agreement that may result from this RFP and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

2.25.3 Americans with Disabilities

As part of any bid, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.25.4 Compliance with Equal Employment Opportunity

The Contractor shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Contractor has agreed to undertake by and through the covenants, and provisions set forth in this RFP.

2.25.5 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on lease 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being place on the convicted vendors list.

2.25.6 Truth in Negotiating Certificate

As part of any bid, the Contractor shall certify, covenant, and warrant, by way of the attached Truth in Negotiating Certificate form, that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this RFP and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-



current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiating Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Doral, Florida.

2.25.7 Tie Bid Forms

Whenever two or more bids are equal with respect to price, quality, and service are received by the City, the selection committee will review the timestamp of the submittal of the RFP to determine the earliest received RFP proposal. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

2.25.8 Additional Forms

The attached Sworn Statement regarding Public Entities Crimes (PEC), Americans with Disabilities Act Non-Discrimination Statement (ADA), Business Entity Affidavit, W-9 form, Proposer's Certification Form, Non-Collusion Statement, Qualifications Packet, Signature Sheet and all other forms included in this package shall be completed and submitted with proposal.

The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.

2.26 GUARANTEE

Vendor shall warrant all products and materials to be free of defects for a period of one year from the date of final delivery. Upon completion of the one-year period, the vendor must ensure that the City is capable of utilizing the manufacturer's warranty if any issues with the equipment should arise.

2.27 GOODS/ SERVICES MAY BE ADDED OR DELETED

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this Contract at the City's option. The Awarded Bidder shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Bidder.

2.28 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, proposal must be submitted on the proposal forms as provided by the City. Proposal must be typed or printed in black or blue ink only. All corrections must be initialed. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL, 33166. Qualifications by corporations must be executed in the corporate name by the President or other corporate



officer accompanied by evidence of authority to sign. If Proposer is a corporation, the corporate address and state of incorporation must be shown below the signature. Qualifications by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Sealed qualifications, containing One (1) original and Six (6) copies, in three-ring binders and Two (2) CDs duplicate to the original, must be presented to the City Manager's Office, 8401 NW 53 Terrace, Doral, FL 33166 at or prior to the time noted on the proposal opening date. It will be the sole responsibility of the Proposer to deliver their proposal to the City Manager's Office on or before the closing hour and date indicated. Qualifications shall be submitted in a sealed container/envelope clearly marked on the exterior **"RFP No. 2021-02 - Design-Build Adaptive Re-Use Infrastructure Development"**.

ANY PROPOSAL RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.

2.29 BONDS

2.29.1 Performance Bond and Payment Bond

Performance and Payment Bonds shall be provided by the DESIGN/BUILD CONTRACTOR as specified in the RFP resulting from this solicitation. The tentative terms and conditions in this regard are: Within ten (10) business days after award of the Contract by the City, the DESIGN/ BUILD CONTRACTOR shall provide the City with Performance and Payment Bonds in the amount of 100% of the total sum of the Negotiated Contract Price, the costs of which and all associated costs including recording fees are to be paid by the DESIGN/ BUILD CONTRACTOR and are to be part of the Contract Price.

Each Bond shall be in the amount of one hundred percent (100%) of the Contract value guaranteeing to City the completion and performance of the Work covered in the Contract Documents as well as full payment of all suppliers, laborers, or Subcontractor, and subconsultant employed pursuant to this Project(s). Each Bond shall be with a Surety, which is qualified pursuant to Qualification of Surety language to be included in Contract Documents.

Each Bond shall continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond shall be conditioned that DESIGN/BUILD CONTRACTOR will, upon notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project(s).

2.29.2 Alternate Form of Security:

In lieu of a Performance/Payment Bond, DESIGN/BUILD CONTRACTOR may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the form attached. Such alternate forms of security shall be subject to the prior approval of City and for same



purpose and shall be subject to the same conditions as those applicable above and shall be held by City for one year after completion and acceptance of the Work.

2.29.3 Price Proposal Guarantee

A Price Proposal guaranty in an amount of not less than five percent (5%) of the total bid amount shall accompany each Proposer's Price Proposal. The Price Proposal guaranty may, at the discretion of the Proposer, be in the form of a cashier's check, bank money order, bank draft of any national or state bank, certified check, or surety bond, payable to the City of Doral. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the State of Florida. The Price Proposal guaranty shall stand for the Proposer's obligation to timely and properly execute the contract and supply all other submittals due therewith. The amount of the Price Proposal guaranty shall be a liquidated sum, which shall be due in full in the event of default, regardless of the actual damages suffered. The Price Proposal guaranty of all Proposers' shall be released pursuant to 3-4 of the Division I Design-Build Specifications.

2.30 PAYMENTS

2.30.1 Each month, on a predetermined schedule of monthly cut-off dates, the City of Doral/CEI shall determine the Design-Build Firm's monthly progress and certify the value of Contract work that the Design-Build Firm has completed.

The amount established by each approved and certified monthly progress estimate of the City of Doral shall not be subject to set-off, deduction, reduction, or withholding for any reason by the City of Doral, including but not limited to defective work, liquidated damages, default, termination, latent defects, or warranty claims. Rather, any set-off, deduction, reduction or withholding of payment shall be applied only to subsequent monthly progress estimates or the final estimate, as such may not yet be certified by the City of Doral.

2.30.2 Each month, the City of Doral's monthly estimate shall include:

The total value of Contract work to-date

The total value of any adjustments

2.30.3 The Design-Build Firm may invoice the City of Doral monthly for actual work completed and the delivery of certain materials as authorized by this Contract and per the monthly progress estimate.

2.30.4 Nothing contained in this provision constitutes a waiver or release of the Design-Build Firm's responsibility to properly perform all its obligations under this Contract.

2.30.5 Compensation for services completed by the Design-Build Firm will be paid in accordance with section 218.70, Florida Statutes, Florida Prompt Payment Act. Funding for this



Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Provider. In the event the City of Doral is not satisfied with the services provided by the Design-Build Firm, the City of Doral will hold any amounts.

2.31 DISCREPANCIES

If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail, and the extensions adjusted to coincide. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer’s risk and errors will not release the proposer from his responsibility as noted herein.

2.32 LIQUIDATED DAMAGES

The Design-Build Firm’s failure to perform the Contract work within the contact time shall result in assessment of liquidated damages. The Design-Build Firm shall pay the City of Doral the applicable amounts established in the following schedule.

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$1,015
Over \$50,000 but less than \$250,000.....	\$1,045
\$250,000 but less than \$500,000.....	\$1,170
\$500,000 but less than \$2,500,000.....	\$1,690
\$2,500,000 but less than \$5,000,000.....	\$2,579
\$5,000,000 but less than \$10,000,000.....	\$3,756
\$10,000,000 but less than \$15,000,000.....	\$4,344
\$15,000,000 but less than \$20,000,000.....	\$5,574
\$20,000,000 and over	\$10,203 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

2.33 LIAISON OFFICE

The City of Doral and the Design-Build Firm will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project.

2.34 SCHEDULE OF VALUES

The Design-Build Firm is responsible for submitting estimates requesting payment. Estimates requesting payment will be based on the completion or percentage of completion of tasks as defined in the schedule of values. Final payment will be made upon final acceptance by the City of Doral of the Design-Build Project. The Design-Build Firm must submit the schedule of values to the City of Doral for approval. No estimates requesting payment shall be submitted prior to City of Doral approval of the schedule of values.

Upon receipt of the estimate requesting payment, the City of Doral’s Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.



2.35 CONSTRUCTION ENGINEERING AND INSPECTION

The City of Doral is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

The Design-Build Firm is subject to the City of Doral’s Independent Assurance (IA) Consultant.

2.36 TESTING

The City of Doral or its representative will perform verification and resolution sampling and testing activities at both on site, as well as, off site locations such as pre-stress plants, batch plants, structural steel and weld, fabrication plants, etc. in accordance with the latest Specifications.

2.37 ADJOINING CONSTRUCTION PROJECTS

The Design-Build Firm shall be responsible for coordinating all design, permitting, and construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of local governments, the Florida Department of Transportation, other regional and state agencies, or private entities. Adjoining construction projects include, but are not limited to:

- NW 58th Street between NW 79th Avenue and NW 97th Avenue

The Design-Build Firm shall consider and include in the Construction Plans and Bid Price Proposal, any and all temporary detours or diversions required to facilitate traffic movements into and out of the project limits; notwithstanding the alignment, lane positioning and/or grade differences of traffic conditions on those adjacent projects.

2.38 STIPEND AWARD

The City has elected to pay a stipend to all non-selected Short-Listed Design-Build Firms to offset some of the costs of preparing the Proposals. The non-selected Short-Listed Design-Build Firms meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in this section will ultimately be compensated. The stipend will only be payable under the terms and conditions of the Design-Build Stipend Agreement and Project Advertisement, copies of which are included with this Request for Proposal. This Request for Proposal does not commit the City or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of Proposals except as set forth in the Design-Build Stipend Agreement. The amount of the stipend will be \$15,000 per non-selected Short-Listed Design-Build Firm that meets the stipend eligibility requirements contained in the Project Advertisement. The stipend is not intended to compensate any non-selected Short-Listed Design-Build Firm for the total cost of preparing the Technical and Price Proposals. The City reserves the right, upon payment of stipend, to use any of the concepts or ideas within the Technical Proposals, as the City deems appropriate.



In order for a Short-Listed Design-Build Firm to remain eligible for a stipend, the Short-Listed Design-Build Firm must fully execute the stipend agreement within one (1) week after the Short-List protest period for the Design-Build Stipend Agreement, Form No. 700-011-14. The Short-Listed Design-Build Firm shall reproduce the necessary copies. Terms of said agreement are non-negotiable. A fully executed copy of the Design-Build Stipend Agreement will be returned to the Short-Listed Design-Build Firm.

A non-selected Short-Listed Design-Build Firm eligible for stipend compensation must submit an invoice for a lump sum payment of services after the selection/award process is complete. The invoice should include a statement similar to the following: "All work necessary to prepare Technical Proposal and Price Proposals in response to the City's RFP for the subject Project".

END OF SECTION



SECTION 3

Technical Specifications

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

3.1 PURPOSE

The DESIGN/BUILD CONTRACTOR shall be responsible for providing full professional engineering/architectural, permitting and construction phase services, including: the furnishing of all labor, materials, supplies, travel, shop drawing review, supervision, equipment and expertise to develop plans finalize construction drawings and specifications and construct the improvements as required. The DESIGN/BUILD CONTRACTOR shall obtain any and all required permits, inspections, and pay any fees for the purpose of this Design-Build Project. The City shall reimburse the DESIGN/BUILD CONTRACTOR, at direct cost, the cost of permits, including fees levied by Miami-Dade Fire Department, Miami-Dade Water and Sewer, City of Doral Building Department Master Permit and review fees, and Department of Environmental Resources and Management (DERM). All secondary or trade permits shall be the responsibility of the DESIGN/BUILD CONTRACTOR. City of Doral shall waive its own impact fees. The City does not, however, waive any other regulatory matters regarding the design and construction of the facility.

All Construction Engineering Inspections (CEI) to be provided by OWNER but shall be coordinated and scheduled by the DESIGN/BUILD CONTRACTOR.

3.2 MINIMUM REQUIREMENTS

3.2.1 The DESIGN/BUILD CONTRACTOR will adhere to all applicable federal, state, and local codes and ordinances in the design and construction of the Project. The DESIGN/BUILD CONTRACTOR will submit plans and specifications to the City for review and approval prior to submittal for local and state permits.

3.2.2 The DESIGN/BUILD CONTRACTOR shall comply with all requirements established by Miami-Dade Water and Sewer, and other agencies having jurisdiction over the project.

3.2.3 Lighting levels for all areas shall be in accordance with the recommendations of the Illuminating Engineering Society of North America, Manual of Recommended Practices and Miami Dade County Ordinances.

3.2.4 The DESIGN/BUILD CONTRACTOR will furnish to the CITY signed and sealed Plans and Specifications for the project. The Plans and Specifications must be sealed by a Registered Architect and Professional Engineers, as appropriate for the various disciplines, licensed to practice in Florida per the requirements of Chapter 481 or Chapter 471, Florida Statutes.



- 3.2.5 Plans and specifications will stipulate that no Asbestos Containing Materials (ACM) will be used.
- 3.2.6 The DESIGN/BUILD CONTRACTOR to coordinate all necessary utility and hook-ups with the utility companies and/or municipality.
- 3.2.7 DESIGN/BUILD CONTRACTOR shall create a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the NPDES standards. The plan will consist of notes to outline the procedures and Best Management Practices (BMP's) necessary for this construction as well as drawings showing the specific implementation of SWPPP elements. The DESIGN/BUILD CONTRACTOR team will be required to file a Notice of Intent (NOI) to use the FDEP State Generic Permit under Rule 62-621.300(4), F.A.C. The approved SWPPP shall be implemented and maintained on the site throughout the duration of construction.
- 3.2.8 DESIGN/BUILD CONTRACTOR to provide an electronic copy of the final approved Construction Documents in both CADD and PDF formats and the specifications in Word format to the CITY. DESIGN/BUILD CONTRACTOR shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats and the specifications in Word Format to the CITY. DESIGN/BUILD CONTRACTOR shall also provide photo documentation of construction progressions including but limited to aerials and sitework.
- 3.2.9 Governing Regulations:
The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the City of Doral, Florida Department of Transportation, FHWA, AASHTO, Miami-Dade County Standards, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the City of Doral and Florida Department of Transportation at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and FDOT Standard Plans with applicable Interim Revisions. The Design-Build Firm shall use the edition of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, FDOT Standard Plans and applicable Interim Revisions in effect at the time the bid price proposals are due in the City of Doral. The Design-Build Firm shall use the 2009 edition of the MUTCD (as amended in 2012). It shall be the Design-Build Firm's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in this document.



1. Florida Department of Transportation Design Manual (FDM)
<http://www.fdot.gov/roadway/FDM/>
2. Florida Department of Transportation Specifications Package Preparation Procedure
<http://www.fdot.gov/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf>
3. Florida Department of Transportation Standard Plans for Road and Bridge Construction
<http://www.fdot.gov/design/standardplans/>
4. Standard Plans Instructions (Refer to Part I, Chapter 115, FDM)
<http://www.fdot.gov/roadway/FDM/>
5. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
<http://www.fdot.gov/programmanagement/default.shtm>
6. Florida Department of Transportation Surveying Procedure 550-030-101
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101>
7. Florida Department of Transportation EFB User Handbook (Electronic Field Book)
http://www.fdot.gov/geospatial/doc_pubs.shtm
8. Florida Department of Transportation Drainage Manual
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
9. Florida Department of Transportation Soils and Foundations Handbook
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
10. Florida Department of Transportation Structures Manual
<http://www.fdot.gov/structures/DocsandPubs.shtm>
11. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual
<http://www.fdot.gov/cadd/downloads/publications/CADDManual/default.shtm>
12. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/collection_detail.aspx?ID=110
13. MUTCD - 2009
<http://mutcd.fhwa.dot.gov/>
14. Safe Mobility for Life Program Policy Statement
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>
15. Traffic Engineering and Operations Safe Mobility for Life Program
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
16. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015
<https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=0&procType=pr>
17. Florida Department of Transportation Florida Sampling and Testing Methods



<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/discclaimer.shtm>

18. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure
<http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
19. Florida Department of Transportation Design Bulletins and Update Memos
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
20. Florida Department of Transportation Utility Accommodation Manual
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfrsn=d97fd3dd_0
21. AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR
22. Florida Department of Transportation Flexible Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
23. Florida Department of Transportation Rigid Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
24. Florida Department of Transportation Pavement Type Selection Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
25. Florida Department of Transportation Right of Way Manual
<http://www.fdot.gov/rightofway/Documents.shtm>
26. Florida Department of Transportation Traffic Engineering Manual
<http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm>
27. Florida Department of Transportation Intelligent Transportation System Guide Book
http://www.fdot.gov/traffic/Doc_Library/Doc_Library.shtm
28. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications
<http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm>
29. AASHTO Guide for the Development of Bicycle Facilities
https://bookstore.transportation.org/collection_detail.aspx?ID=116
30. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17
31. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
<http://www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm>
32. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2
<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>
33. Florida Department of Transportation Driveway Information Guide
<http://www.fdot.gov/planning/systems/programs/sm/aceman/pdfs/driveway2008.pdf>



34. AASHTO Highway Safety Manual
<http://www.highwaysafetymanual.org/>
35. Florida Statutes
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&ab=statutes&CFID=14677574&CFTOKEN=80981948>
36. Florida Department of Transportation Equal Opportunity Construction Contract Compliance Manual
<http://www.fdot.gov/equalopportunity/contractcomplianceworkbook.shtm>
37. Miami-Dade County Complete Streets Design Guidelines
<https://www.miamidade.gov/neatstreets/library/complete-streets-design-guidelines.pdf>

3.3 INNOVATIVE ASPECTS

All innovative aspects shall be identified separately as such in the Technical Proposal.

An innovative aspect does not include revisions to specifications, standards or established by City of Doral and Florida Department of Transportation policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, etc.

3.4 PROJECT SPECIFICS

3.4.1 DESIGN/BUILD CONTRACTOR shall be responsible for providing and securing a fully functional construction trailer and a restroom trailer, including utility connections and consumption.

3.4.2 Geotechnical Services:

A. General Conditions:

The Design-Build Firm shall be responsible for identifying and performing any geotechnical investigation, analysis and design of foundations, foundation construction, foundation load and integrity testing, and inspection dictated by the Project needs in accordance with City of Doral and the Florida Department of Transportation guidelines, procedures and specifications. All geotechnical work necessary shall be performed in accordance with the Governing Regulations. The Design-Build Firm shall be solely responsible for all geotechnical aspects of the Project.

3.4.3 City of Doral Commitments:

The Design-Build Firm will be responsible for adhering to the project commitments identified below:

A. Harmonization Easements with any adjacent properties that will require driveway improvements and harmonization within private property.



- B. Coordination with Miami-Dade County for NW 84th Avenue (Between NW 58th Street and NW 74th Street) design and construction.
- C. Coordination with FPL for the undergrounding of power lines along the project corridors.

3.4.4 Environmental Permits:

A. Storm Water and Surface Water:

Plans shall be prepared in accordance with Chapters 373 and 403 (F.S.) and Chapters 40 and 62 (F.A.C.).

B. Permits:

The Design-Build Firm shall be responsible for obtaining any and all, or modifying the issued, permits as necessary to accurately depict the final design. The Design-Build Firm shall be responsible for any necessary permit time extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Design-Build Firm shall provide the City of Doral with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit time extensions, for review and approval by the City of Doral prior to submittal to the agencies.

The Design-Builder is responsible for identifying and obtaining all required permits and complying with all necessary permit conditions and requirements. The City can assist in coordinating with the permitting agencies. It is anticipated, at a minimum, that the agencies listed below may require permits, or at least consultation to confirm that all necessary permits or approvals are obtained:

- City of Doral
- Miami Dade County Department of Transportation and Public Works
- Miami Dade County Water and Sewer Department
- Miami Dade County Regulatory and Economic Resources

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, F.A.C.; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Preparation of all documentation related to the acquisition of all applicable permits will be the responsibility of the Design-Build Firm. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. The Design-Build Firm is responsible for the accuracy of all information



included in permit application packages. As the permittee, the City of Doral is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. This applies whether the Project is Federal, or state funded. Once the City of Doral has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to the environmental permitting agency. A copy (electronic and hard copy) of any and all correspondence with any of the environmental permitting agencies shall be sent to the District 6 Environmental Permits Office. If any agency rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit application is approved. The Design-Build Firm shall be responsible for any necessary permit extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Design-Build Firm shall provide the City of Doral with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit extensions, for review and approval by the City of Doral prior to submittal to the agencies.

The Design-Build Firm will be required to pay all permit and public notice fees. Any fines levied by permitting agencies shall be the responsibility of the Design-Build Firm. The Design-Build Firm shall be responsible for complying with all permit conditions.

However, notwithstanding anything above to the contrary, upon the Design-Build Firm's preliminary request for extension of Contract Time, pursuant to 8-7.3, being made directly to the City of Doral's Construction Engineer, the City of Doral reserves unto the City of Doral's Construction Engineer, in their sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Design-Build Firm in securing permits. Furthermore, as to any such impact, no modification provision will be considered by the City of Doral's Construction Engineer unless the Design-Build Firm clearly establishes that it has continuously from the beginning of the Project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the Design-Build Firm to challenge or otherwise seek review or appeal in any forum of any determination made by the City of Doral's Construction Engineer (CEI) under this provision.

C. Survey:



The Design-Build Firm shall perform all surveying (Terrestrial, Mobile and/or Aerial) and mapping services necessary to complete the Project. Survey services must also comply with all pertinent Florida Statutes (Chapters 177 and 472, F.S.) and applicable rules in the Florida Administrative Code (Rule Chapter 5J-17, F.A.C.). All field survey data will be furnished to the City of Doral's Surveyor in a Miami-Dade County or Florida Department of Transportation approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with Miami-Dade County or the Florida Department of Transportation's Surveying and Mapping Procedure, Topic Nos. 550-030-101, and the Surveying and Mapping Handbook.

D. Verification of Existing Conditions:

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing City of Doral and local agencies records and other information.

By execution of the contract, the Design-Build Firm specifically acknowledges and agrees that the Design-Build Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design-Build Firm and that any information is being provided merely to assist the Design-Build Firm in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

3.5 PROJECT DELIVERY AND REVIEW SUBMITTALS

3.5.1 Project review will require the submittal of three (3) printed sets of the Design Phase documents, unless otherwise directed by the CITY, including:

- a. Project Development Schedule.
- b. Opinion of Probable Construction Cost
- c. 30%, 60%, & 90% Design Plans
- d. Geotechnical Report
- e. CADD files
- f. 100% Construction Drawings
- g. Technical Specifications
- h. As-Built Drawings

3.5.2 Component Submittals:

The Design-Build Firm may submit components of the contract plans set instead of submitting the entire contract plan set; however, sufficient information from other components must be provided to allow for a complete review. In accordance with the FDOT Design Manual, components of the contract plans set for this Project include



roadway, signing and pavement marking, signalization, lighting, landscape, architectural, and structural. The City of Doral will designate in the review comments if the next submittal will be a resubmittal of the 30%, 60% and 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal.

The Design-Build Firm may divide the Project into separate areas and submit components for each area; however, sufficient information on adjoining areas must be provided to allow for a complete review.

3.5.3 Phase Submittals:

The Design-Build Firm shall provide the documents for each phase submittal listed below to the City of Doral's Project Manager. The particular phase shall be clearly indicated on the documents. The City of Doral's Project Manager or designee will send the documents to the appropriate offices for review and comment. Once all comments requiring a response from the Design-Build Firm have been satisfactorily resolved as determined by the City of Doral's Project Manager, and Miami-Dade County, the City of Doral's Project Manager or designee will initial, date and stamp the signed and sealed plans and specifications as "Released for Construction".

The City of Doral will designate in the review comments if the next submittal will be a resubmittal of the 30%, 60% and 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal.

30%, 60% and 90% Phase Submittal

- 1 copy of 11" X 17" plans (all required components)
- Traffic Operations Analysis
- 1 copy of signed and sealed geotechnical report (60% Submittal)
- 1 copy of Settlement and Vibration Monitoring Plan (SVMP) for City of Doral acceptance and update throughout the construction period (90% Submittal)
- 1 copy of design documentation (60%, 90%)
- 1 copy of Technical Special Provisions (As Applicable)
- KMZ files at every submittal
- All of the information above shall be submitted electronically and in PDF format.
- All QC plans and documentation for each component submittal shall be electronic in .pdf format

The City of Doral will designate in the review comments if the next submittal will be a resubmittal of the phase submittal or if the plans and supporting calculations are significantly developed to proceed to the subsequent Submittal. If the City requires more than 2 resubmittals a submittal workshop between the City of Doral and the Design-Build Firm must be held to resolve any outstanding issues or comments.



Final Submittal

- 1 set of signed and sealed 11" X 17" plans (all required documents)
- 1 copy of signed and sealed 11" X 17" plans
- 1 set of signed and sealed design documentation
- 1 copy of signed and sealed design documentation
- 1 copy of Settlement and Vibration Monitoring Plan (SVMP)
- 1 set of final documentation
- 1 signed and sealed Construction Specifications Package or Supplemental Specifications Package
- 1 copy of signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package
- 1 of electronic copy of Technical Special Provisions in .pdf format
- KMZ Files
- All of the information above shall be submitted electronically and in PDF format.
- All QC plans and documentation for each component submittal shall be electronic in .pdf format

The Design-Build Firm shall provide a list of all changes made to the plans or specifications that were not directly related to the 90% plans review comments. Significant changes (as determined by the City of Doral made as a part of the Final submittal, that were not reviewed or provided in response to the 90% submittal comments, may require an additional review phase prior to stamping the plans or specifications "Released for Construction." The Design-Build Firm shall provide a signed certification that all comments have been resolved to the City's satisfaction as a requirement before obtaining "Released for Construction" plans.

3.5.4 Requirements to Begin Construction:

The City of Doral's indication that the signed and sealed plans and specifications are "Released for Construction" authorizes the Design Build Firm to proceed with construction based on the contract plans and specifications. The City of Doral's review of submittals and subsequent Release for Construction is to assure that the Design-Build Firm's EOR has approved and signed the submittal, the submittal has been independently reviewed and is in general conformance with the contract documents. The City of Doral's review is not meant to be a complete and detailed review. No failure by the City of Doral in discovering details in the submittal that are released for construction and subsequently found not to be in compliance with the requirements of the contract shall constitute a basis for the Design-Build Firm's entitlement to additional monetary compensation, time, or other adjustments to the contract. The Design-Build Firm shall cause the Engineer of Record to resolve the items not in compliance with the contract, errors or omissions at no additional cost to the City of Doral and all revisions are subject to the City of Doral's approval.



The Design-Build Firm may choose to begin construction prior to completion of the Phase Submittals and the City of Doral stamping the plans and specifications Released for Construction except for bridge construction. To begin construction the Design-Build Firm shall submit signed and sealed plans for the specific activity; submit a signed and sealed Construction Specifications Package or Supplemental Specifications Package; obtain regulatory permits as required for the specific activity; obtain utility agreements and permits, if applicable; and provide five (5) day notice before starting the specific activity. The plans to begin construction may be in any format including report with details, 8 1/2" X 11" sheets, or 11" X 17" sheets, and only the information needed by the Design-Build Firm to construct the specific activity needs to be shown. Beginning construction prior to the City of Doral stamping the plans and specifications Released for Construction does not reduce or eliminate the Phase Submittal requirements.

3.5.5 As-Built Set:

The Design-Build Firm's Professional Engineer in responsible charge of the Project's design shall professionally endorse (sign, seal, and certify) the As-Built Plans, the special provisions and all reference and support documents. The professional endorsement shall be performed in accordance with the FDOT Design Manual.

Design-Build Firm shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" Plans shall be signed/sealed by the EOR. The As-Built Plans shall reflect all changes initiated by the Design-Build Firm or the City of Doral in the form of revisions. The As-Built Plans shall be submitted prior to Project completion for City of Doral to review and accept as a condition precedent to the City of Doral issuance of Final Acceptance.

The City of Doral shall review, certify, and accept the As-Built Plans prior to issuing Final Acceptance of the project in order to complete the As-Built Plans.

The Design-Build Firm shall furnish to the City of Doral, upon Project completion, the following:

- 1 set of 11" X 17" signed and sealed As-Built plans, drawings and Certified Surveys
- 4 sets of 11 "X 17" copies of the signed and sealed As-Built plans, drawings and Certified Surveys (including as-built channel survey)
- 2 sets of final documentation (if different from final component submittal)
- 2 sets of survey information, including electronic files and field books
- CADD Files
- The Design-Build Firm shall submit KMZ files and GIS shape files along with the Final As-Built Plan.
- 1 Final Project submittal containing the information above shall be electronic in .pdf format



3.5.6 Milestones:

Component submittals, in addition to the plan submittals listed in the previous section will be required. In addition to various submittals mentioned throughout this document the following milestone submittals will be required.

- Miami-Dade County approval
- RFC Plans approved
- Commencement of Construction
- Final Inspection
- Final Acceptance

3.5.7 Final Inspection, Testing, and Final Acceptance

The Design-Build Firm is responsible for compliance with the Inspection and Final Acceptance procedures in in Article 5-10 Final Inspection and Article 5-11 Final Acceptance of Division I Design-Build Specifications provided with this RFP. As part of the Final Inspection and Final Acceptance procedures and prior to hand over of operations to the City of Doral, the Design-Build Firm shall provide all relevant product warranty, operations and maintenance manuals as necessary for the project.

Inspection, Testing and Final Acceptance shall be performed by the Design-Build Firm and the City of Doral representative or City's designee. Test forms, final inspection and system acceptance checklists shall be prepared by the Design-Build Firm and shall be signed by each party after successful completion of each activity.

3.6 WARRANTY AND INSPECTION OF DEFECTS

3.6.1 Manufacturer's standard warranties on materials and equipment which exceed the minimum one (1) year warranty period will be assigned by the DESIGN/BUILD CONTRACTOR to the CITY for its benefit prior to final payment.

3.6.2 The DESIGN/BUILD CONTRACTOR warrants the material and equipment with respect to performance as specified in the specifications. If the DESIGN/BUILD CONTRACTOR fails to meet performance warranties, it shall be liable and shall have the obligation, at its sole expense, to make adjustment or replacement to meet guarantees. All transportation, supervision, labor, and other costs incidental to the adjustment or replacement shall be borne by the DESIGN/BUILD CONTRACTOR.

3.6.3 The DESIGN/BUILD CONTRACTOR guarantees that sound engineering, construction principles and practices in the performance of the work shall be used.

3.6.4 The DESIGN/BUILD CONTRACTOR guarantees that it shall provide CITY with the degree of skill, care, judgment, and supervision necessary to assure that the work shall be of the highest quality, with workmanship proper, fit, suitable, and sufficient for the purpose contemplated and in accordance with the best trade practices.



3.6.5 All parts of the work shall, throughout the time of performance of the contract, be subject to inspection and test by the CITY or such of its agents, employees, or representatives as it may designate, the Design Criteria Professional's staff, and the authorized representatives of any public authority having jurisdiction. The DESIGN/BUILD CONTRACTOR shall provide all such persons with safe and proper facilities for access to and inspection of the Work both at the construction site and any Subcontractor's plant or other source of supply where any equipment, material, or other part of it may be located. The DESIGN/BUILD CONTRACTOR shall give the CITY written notice of readiness of the Work or any part of the Work for any special inspection or test which may be required by the specifications or other contract documents or by any applicable law or public regulation. No part of the Work as to which any specific inspection is required shall be covered up until such inspection has been completed. If such work is covered, then it shall be uncovered and replaced at the DESIGN/BUILD CONTRACTOR's expense.

3.6.6 All parts of work shall, during time of the contract, be subject to inspection and test by the CITY or its representatives. Approval for all work will be by CITY or its representatives. When poor workmanship or improperly specified materials are reason for rejection, correction will be at the DESIGN/BUILD CONTRACTOR's expense.

3.7 SITE INVESTIGATION

3.7.1 The DESIGN/BUILD CONTRACTOR shall be required to visit the project site and to acquaint themselves with existing conditions, measurements, etc.

3.7.2 No inspection, or failure to inspect, or waiver of inspection on the part of the CITY shall relieve the DESIGN/BUILD CONTRACTOR of their duty to complete the Work as described herein in full.

3.8 SPECIFICATIONS, PLAN AND DRAWINGS

3.8.1 The work shall be performed in strict accordance with the approved specifications, plans, and drawings. The specifications, plans, and drawings and all other similar documents which are a part of the contract are supplementary and complementary to each other and intended to provide for all labor, materials, equipment, services, and other things necessary for the satisfactory completion of the work. Anything called for by any one of such documents shall be required to the same extent as if called for by all of them, and the work shall be complete in every detail whether or not every item is particularly mentioned.

3.8.2 All drawings (including sketches and shop drawings) and specifications, including all copies thereof, furnished by the DESIGN/BUILD CONTRACTOR for the work to be performed shall be reviewed and approved by CITY prior to commencement of work and shall be delivered to CITY at the completion of the work.



3.8.3 CITY shall review and approve all plans, specifications, and supplemental information prior to commencement of that portion of the work.

3.9 **ARCHITECTURAL AND ENGINEERING SERVICES**

Design and Construction Criteria.

A. **General:**

All design and construction work completed under the Contract shall be in accordance with the United States Standard Measures.

B. **Vibration and Settlement Monitoring:**

Note to developer of RFP: The language below may require editing according to project specific needs; some or all parts may not apply to the project and should be deleted as appropriate. Include special requirements in a separate volume or attachment, as applicable.

The City of Doral has identified vibration sensitive sites along the Project corridor. The Design-Build Firm shall be responsible for the identification of and coordination with vibration sensitive sites impacted by the Work for the duration of the construction period.

Sensitive sites include:

- 8401 NW 53 Terrace, Doral FL 33166 (Doral Government Center)
- 8111 NW 53 Street, Doral FL 33166 (Cordoba Apartment homes)
- 7905 NW 53 Street, Doral FL 33166 (Downtown Doral Upper Charter

School)

The Design-Build Firm is responsible for evaluating the need for, design of, and the provision of any necessary precautionary features to protect existing structures from damage, including, at a minimum, selecting construction methods and procedures that will prevent damage. The Design-Build Firm shall submit for City of Doral acceptance a Settlement and Vibration Monitoring Plan (SVMP) as part of the 90% plans submittal and update the SVMP throughout the Construction Period. The Design-Build Firm is responsible for establishing maximum settlement and vibration thresholds equivalent to or lower than the Florida Department of Transportation Specification requirements for all construction activities, including vibratory compaction operations and excavations.

Submittals for Settlement and Vibration Monitoring Plan (SVMP) shall include the following as a minimum:

- Identify any existing structures that will be monitored for vibrations during the construction period.



- Establish the maximum vibration levels for the existing structures shall not be exceeded.
- Identify any existing structures that will be monitored for settlement during the construction period.
- Establish the maximum settlement levels for the existing structures that must not be exceeded.
- Identify any existing structures that require pre-construction and post-construction surveys.

The City of Doral will perform the review of Vibration and Settlement submittals in accordance with Florida Department of Transportation Specifications.

C. Geotechnical Services:

For this project a Geotechnical survey was performed and is provided in reference document R-5 Geotechnical Survey with this RPF

Specialty Geotechnical Services Requirements

Specialty geotechnical work is any alternative geotechnical work not covered by Florida Department of Transportation Specifications and requires the development of a Technical Special Provision (TSP). Any TSP for geotechnical work shall include the following:

- Criteria of measurable parameters to be met in order to accept the specialty geotechnical work,
- A field testing and instrumentation program to verify design assumptions and performance,
- A quality control program to be performed by the Design-Build Firm that includes sampling and testing to ensure the material quality, products, and installation procedures meet, requirements,
- A verification testing program to be performed by the Geotechnical Foundation Design Engineer of Record (GFDEOR) that includes inspection, sampling, and testing to verify the material, products, and procedures meet requirements. The TSP shall include language providing separate lab samples to be used for the City of Doral’s independent verification.
- A certification process.

After construction of the specialty geotechnical work, the Design-Build Firm shall submit a certification package for City of Doral’s review within 15 business days. The certification package shall include the results of all the field testing, instrumentation and lab testing performed and a signed and sealed letter by the GFDEOR certifying that the specialty geotechnical work meets the requirements. The City of Doral may issue comments and require additional verification testing.



D. Utility Coordination:

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager (UCM) and shall be identified in the Design-Build Firm's proposal. The Design-Build Firm shall notify the City of Doral in writing of any change in the identity of the Utility Coordination Manager. The Utility Coordination Manager shall have the following knowledge, skills, and abilities:

- a. A minimum of 4 years of experience performing utility coordination in accordance with City of Doral, Miami-Dade County, and Florida Department of Transportation standards, policies, and procedures.
- b. Knowledge of the City of Doral, Miami-Dade County, and Florida Department of Transportation plans production process and utility coordination practices,
- c. Knowledge of City of Doral, Miami-Dade County, and Florida Department of Transportation agreements, standards, policies, and procedures.

The Design-Build Firm's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

- a. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
- b. Identifying all existing utilities and coordinating any new installations
- c. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design-Build Firm's plans.
- d. Scheduling and conducting utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- e. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
- f. Identifying, preparing, reviewing and facilitating any agreement required for any utility work needed through final approval and execution. The UCM shall also be responsible for monitoring and reporting the performance of all involved parties under said agreement.
- g. Preparing, reviewing, approving, signing, and coordinating the implementation of and submitting to the City of Doral for review, all Utility Agreements.
- h. Resolving utility conflicts.
- i. Obtaining and maintaining all appropriate "Sunshine State One Call of Florida" tickets.



- j. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
- k. Providing periodic Project updates to the City of Doral Project Manager and City of Doral Utility Office as requested.
- l. Coordination with the City of Doral on any issues that arise concerning reimbursement of utility work costs between the City of Doral and the utility.

The following Utility Agency/Owners (UA/O's) have been identified by the Department as having facilities within the Project limits.

Table A - Summary of UAO having facilities within the Proposed Project Limits

UAO	Contact Person	Phone	Email
AT&T Florida	Henry Urena	954-260-0615	hu083j@att.com
CenturyLink/Level 3	Francisco Azuri	786-266-1713	natioanlrelo@centurylink.com
Dade County Public Works	Vishnu Rajkumnr	305-375-2090	rajk@miamidade.gov
Florida City Gas	Elio Bustos	786-810-8159	elio.bustos@nexteraenergy.com
FP&L Distribution	Jessica Salazar	305-599-4062	jessica.salazar@fpl.com
FP&L Transmission	Mike Foley	561-523-9896	michael.foley@fpl.com
Maim-Dade Water & Sewer	Patrick Chong	786 268 5255	pchon@miamidade.gov

The Design-Build Firm may request the utility to be relocated to accommodate changes from the conceptual plans; however, these relocations require the City of Doral's approval and the City of Doral will not pay the Utility Agency/Owner (UA/O) or the Design-Build Firm for the utility relocation work regardless of the UA/O's eligibility for reimbursement.

For a reimbursable utility relocation where the UA/O desires the work to be done by their contractor, the UA/O will perform the work in accordance with the utility work schedule and permit and bill the City of Doral directly.

DEVIATION FROM APPROVED UTILITY RELOCATION PLAN: If the Design-Build Firm chooses to deviate from the approved plans and the scope of the impact to a utility identified in this RFP, and thereby causes a greater impact to a utility, the Design-Build Firm shall be solely responsible for all increased costs incurred by the utility owner associated with the increase in the scope of the impact to a utility from that identified in this RFP. The Design-Build Firm shall obtain an agreement from the utility owner being impacted which outlines the changes to the scope of the impact to a utility from that identified in this RFP. The agreement shall also address the Design-Build Firm's obligation to compensate the utility owner for the additional costs above the costs which would have been incurred without the Design Build Firm's increase in the scope of the impact to a utility from that depicted in this RFP. The Design-Build Firm shall also provide a draft utility permit application acceptable to the City of Doral for the placement of the utility



owner's facilities based on the final design. The City of Doral shall not compensate or reimburse the Design-Build Firm for any cost created by a change in scope of the impact to a utility from that depicted in this RFP, or be liable for any time delays caused by a change in scope of the impact to a utility from that depicted in this RFP.

The relocation agreements, plans, work schedules and permit application are to be forwarded to the City of Doral for review by the Public Works Department and the City of Doral's Chief of Construction. The City of Doral Public Works Department and City of Doral's Chief of Construction only review the documents and are not to sign them. Once reviewed, the utility permit application will be forwarded to the City of Doral's Manager for the permit to be signed and recorded or submitted through the City of Doral.

E. Roadway Plans:

General:

The Design-Build Firm shall prepare the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Temporary Traffic Control Plans, Environmental Permits and other necessary documents.

Design Analysis:

The Design-Build Firm shall develop and provide signed and sealed Approved Typical Section Package the Design-Build Firm shall develop and submit a signed and sealed Pavement Design Package and Drainage Analysis Report for review and concurrence by the City of Doral and Miami-Dade County.

Any deviation from the City's design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. All such Design Variations and Design Exceptions must be approved.

These packages shall include the following:

F. Roadway Design:

See FDM Part 3; Chapter 301 for Roadway Design sheets, elements and completion level required for each submittal.

- a. Typical Section Package:
 - i. Transmittal letter
 - ii. Location Map
 - iii. Roadway Typical Section(s)
 - 1. Pavement Description (Includes milling depth)
 - 2. Minimum lane, shoulder, median widths



- 3. Slopes requirements
- 4. Barriers
- 5. Right-of-Way
- iv. Data Sheet
- v. Design Speed
- b. Pavement Design Package:
 - i. Pavement Design
 - 1. Minimum design period
 - 2. Minimum ESAL's
 - 3. Minimum design reliability factors
 - 4. Resilient modulus for existing and proposed widening (show assumptions)
 - 5. Roadbed resilient modulus
 - 6. Minimum structural asphalt thickness
 - 7. Cross slope
 - 8. Identify the need for modified binder
 - 9. Pavement coring and evaluation
 - 10. Identify if ARMI layer is required
 - 11. Minimum milling depth
- c. Drainage Analysis:

The Design-Build Firm shall be responsible for designing the drainage and stormwater management systems for the area. All design work shall be in compliance with the City of Doral, Miami-Dade County Standards, Florida Department of Transportation's Drainage Manual; Florida Administrative Code, chapter 14-86; Federal Aid Policy Guide 23 CFR 650A; and the requirements of the regulatory agencies. This work will include the engineering analysis necessary to design any or all of the following: cross drains, French drains, underdrains, edge drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, interchange drainage and water management, other drainage systems and elements of systems as required for a complete analysis. Full coordination with all permitting agencies will be required from the outset. Full documentation of all meetings and decisions are to be submitted to the City of Doral. These activities and submittals shall be coordinated through the City of Doral's Project Manager.

The exact number of drainage basins, outfalls and water management facilities (retention/detention areas, weirs, etc.) will be the Design-Build Firm's responsibility.

The objective is to obtain approved stormwater treatment/attenuation design. This service shall include but is not limited to the following.



Innovative reduced-maintenance, storm water management and energy-saving features. Design and construction shall ensure the runoff shall be discharged to a self-contained exfiltration trench system within the City's Right-of-Way. Exfiltration trench shall be provided to compensate for any storage loss due to roadway improvements and to provide water quality treatment and flood attenuation for the additional impervious area. The applicable FEMA flood control elevation for this project is El. +8.00 NGVD. A 100-year storm water analysis shall be performed during final design.

Perform design and generate construction plans documenting that the permitted systems function to criteria.

Coordination with SFWMD, Miami-Dade County and City of Doral will be required. Permitting with MDC RER will be required for Drainage Stormwater work.

The Design-Build Firm shall verify that all existing cross drains and storm sewers that are to remain have adequate hydraulic capacity and design life. Flood flow requirements will be determined in accordance with the City of Doral's procedures. If any of these existing cross drains or storm sewers are found to be hydraulically inadequate or found to have insufficient design life, they must be replaced or supplemented in accordance with the drainage requirements of this RFP. If any existing cross drains or storm sewers require repairs but otherwise would have sufficient remaining design life, repairs shall be made in accordance with the requirements of this RFP.

The Design-Build Firm will consider optional culvert materials in accordance with the Florida Department of Transportation's Drainage Manual Criteria or Miami-Dade County standards.

Prior to proceeding with the Drainage Design, the Design-Build Firm shall meet with the City of Doral's Public Works Department. The purpose of this meeting is to provide information to the Design-Build Firm that will better coordinate the Preliminary and Final Drainage Design efforts. This meeting is Mandatory and is to occur fifteen (15) calendar days (excluding weekends and City of Doral observed holidays) prior to any submittals containing drainage components.

The Design-Build Firm shall provide the City of Doral's Stormwater Utility Manager a signed and sealed Drainage Design Report. It shall be an As-Built Plan of all drainage computations, both hydrologic and hydraulic. The engineer shall include all necessary support data.

G. Geometric Design:



The Design-Build Firm shall prepare the geometric design for the Project using the Standard Plans and criteria that are most appropriate with proper consideration given to the design traffic volumes, adjacent land use, design consistency, aesthetics, ADA requirements, and this document.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches. The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum AASHTO, Miami-Dade County, and/or Florida Department of Transportation standards.

H. Design Documentation, Calculations, and Computations:

The Design-Build Firm shall submit to the City of Doral design documentation, notes, calculations, and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the City of Doral. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the As-Built Plans and tracings.

The design documentation, notes, calculations and computations shall include, but not be limited to the following data:

1. Standards Plans and criteria used for the Project
2. Geometric design calculations for horizontal alignments
3. Vertical geometry calculations
4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

I. Specifications:

Florida Department of Transportation Specifications may not be modified or revised. Technical Special Provisions shall be written only for items not addressed by Florida Department of Transportation Specifications and shall not be used as a means of changing Florida Department of Transportation Specifications.

The Design-Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project, containing all applicable Division II and III Special Provisions and Supplemental Specifications from the Specifications Workbook in effect at



the time the Bid Price Proposals were due in the City of Doral , along with any approved Developmental Specifications and Technical Special Provisions, that are not part of this RFP. Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package. The Specifications Package(s) shall be prepared, signed and sealed by the Design-Build Firms Engineer of Record who has successfully completed the mandatory Specifications Package Preparations Training.

The website for completing the training is at the following URL address:

<http://www2.dot.state.fl.us/programmanagement/PackagePreparation/TrainingConsultants.aspx>

Specification Workbooks are posted on the FDOT Department’s website at the following URL address:

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Utilities/Membership/login.aspx?ReturnUrl=%2fSpecificationsPackage%2fdefault.aspx>

Upon review and approval by the City of Doral, the Construction Specifications Package will be stamped “Released for Construction” and initialed and dated by the City of Doral.

J. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with Miami-Dade County Standards and/or the FDM. Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review. When required to be submitted to the City of Doral, Shop Drawings shall bear the stamp and signature of the Design-Build Firm’s Engineer of Record (EOR), and Specialty Engineer, as appropriate. All “Approved” and “Approved as Noted” Shop Drawings submitted to the City of Doral for review shall also include Engineer of Record QA/QC Shop Drawing check prints along with the EOR stamped set(s). The City of Doral shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The City of Doral’s procedural review of Shop Drawings is to assure that the Design-Build Firm’s EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The City of Doral’s review is not meant to be a complete and detailed review. Upon review of the Shop Drawing, the City of Doral will initial, date, and stamp the drawing “Released for Construction” or “Released for Construction as Noted”.

K. Sequence of Construction:



The Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
2. Minimize the number of different Temporary Traffic Control Plan (TTCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.
4. Coordinate with adjacent construction Projects and maintaining agencies.
5. Coordinate and construct in a way to minimize effects to Downtown Doral Upper Charter School drop-off and pick-up times.

L. Stormwater Pollution Prevention Plans (SWPPP):

The Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall refer to the Florida Department of Transportation Project Development and Environment Manual and Florida Department of Environmental Protection (FDEP) Rule 62-621.300(4)(a) for information in regard to the SWPPP. The SWPPP and the Design-Build Firm's Certification (FDEP Form 62-621.300(4)(b) NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES) shall be submitted for City of Doral review and approval. City of Doral approval must be obtained prior to beginning construction activities.

M. Transportation Management Plan:

The Design-Build Firm must develop a Transportation Management Plan in accordance with the Florida Department of Transportation's FDOT Design Manual.

• **Traffic Control Restrictions:**

There will be NO LANE CLOSURES allowed between the hours of 5:30 AM to 9:30 AM and from 3:30 PM to 9:00 PM, unless previously approved by the City of Doral. Hours for daytime lane closures may be different in the area adjacent to the school. A lane may only be closed during active work periods. All lane closures, including driveway closures, must be reported to local agencies within jurisdiction (including emergency), the media and the City of Doral public information office. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency.



Lane closures will only be allowed during the lane closure restrictions listed on this RFP. Lane closures will be coordinated with the City of Doral, and Miami-Dade County

The Design-Build Firm shall maintain access to the existing driveways for business access. This includes existing pedestrian access on all sidewalks, transit facilities, crosswalks, and existing bicycle/pedestrian paths. Pedestrian sidewalks and paths shall be maintained and shall continue to conform to ADA requirements during the Project's construction. When the Design-Build Firm's work areas encroach upon a sidewalk or crosswalk area, and ADA clear width of sidewalk is not maintained, then the Design-Build Firm shall provide an alternative accessible pedestrian route for the duration of the construction.

N. Environmental Services/Permits/Mitigation:

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permissible. The Design-Build Firm will be responsible for any required permit fees. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm, and will not be considered sufficient reason for a time extension or additional compensation.

As the permittee, the City of Doral is responsible for reviewing, approving, and signing the permit application package including all permit modifications, or subsequent permit applications.

The Design-Build Firm is responsible for preparation and submittal of all permits required for this project including Landscape Removal and Relocation plans. Landscape removal and relocation plans shall be submitted for approval to Miami-Dade County.

Unless specifically identified otherwise, the design and construction of any alternate design approach identified within this RFP is not a requirement of this RFP. The Design-Build Firm is not responsible for any permitting or commenting agency coordination or other impacts to the permit processes that would be associated with any alternate design approach, unless the Design-Build Firm chooses to include the alternate design approach in its Proposal.

O. Signing and Pavement Marking Plans:

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with Miami-Dade County and Florida Department of Transportation criteria.



The Design-Build Firm shall be responsible for the design of all new or retrofit sign supports (post, overhead span, overhead cantilever, bridge mount and any applicable foundations). The Design-Build Firm shall show all details (anchor bolt size, bolt circle, bolt length, etc.) as well as all design assumptions (wind loads, support reactions, etc.) used in the analysis. Mounting types for various signs shall not be changed by the Design-Build Firm (i.e. if the proposed or existing sign is shown as overhead it shall be overhead and not changed to ground mount) unless approved by the City of Doral. Any existing sign structure to be removed shall not be relocated and reused, unless approved by the City of Doral.

It shall be the Design-Build Firm's responsibility to field inventory and show all existing signs within the Project limits and address all signage within the Project limits. Existing single and multi-post sign assemblies impacted by construction shall be entirely replaced and upgraded to meet current standards. Existing sign assemblies not impacted by construction can remain.

P. Lighting Plans:

The Design-Build Firm shall provide a lighting design and a lighting analysis and prepare lighting plans in accordance with Miami-Dade County and FDOT Department criteria.

The Design-Build Firm shall develop and submit for approval, a Load Center/Circuit/Pole Number identification plan that is compatible with the existing lighting systems maintenance identification scheme.

Where existing roadway lighting circuit sources (services, load centers, etc.) are being removed, the Design-Build Firm shall either:

1. Provide a new load center per current codes and all applicable criteria.
2. Identify an existing load center capable of feeding the existing and proposed lighting while meeting all current codes and all applicable criteria.

All modified load centers shall comply with all applicable criteria and shall be in like new condition.

Existing light poles, luminaire arms, luminaires, and load centers identified for removal shall be coordinated with the Maintaining Agency as to whether these features will become the property of Design-Build Firm or salvaged, transported, and delivered to the Maintaining Agency for future use.

The Design-Build Firm shall perform detailed field reviews. Review and document all lighting (poles/luminaires, sign luminaires, etc.), circuiting, load centers, service points, utility transformers, etc., within the limits of lighting construction. This review includes conductors, conduit, grounding, enclosures, voltages, mounting heights, pillboxes, etc.



This review also includes circuits outside the limits of lighting construction that originate or touch this Project's scope of work.

All deficiencies within the limits of lighting construction shall be identified and corrected. Any deficiencies outside the limits of lighting construction shall be brought to the attention of the Department.

After the field reviews are completed, a list of all damaged and/or non-functioning equipment shall be documented and forwarded to the Department prior to the start of construction. All damaged and/or non-functioning equipment within the limits of lighting construction are required to be replaced or repaired to meet all applicable criteria and shall be in like-new condition.

Where new electrical services are required, the Design-Build Firm shall coordinate the final locations of distribution transformer and service poles to minimize service and branch circuit conductors and conduit lengths.

The Design-Build Firm shall comply with the requirements of each jurisdictional authority within the Project limits. Compliance with the jurisdictional authority includes but is not limited to field reviews, technical meetings, special deliverable, etc. It is the Design-build Firm's responsibility to verify and comply with all jurisdictional authority's requirements.

Q. Signalization and Intelligent Transportation System Plans:

1. General

The Design-Build Firm shall prepare Signalization Plans if necessary and in accordance with Miami-Dade County criteria.

The Design-Build Firm shall prepare design plans and provide necessary documentation for the procurement and installation of the Signalization devices as well as overall system construction and integration. The construction plan sheets shall be in accordance with Miami-Dade County requirements and include, but not be limited to:

- Project Layout / Overview sheets outlying the locations of field elements
- Detail sheets on (if necessary):
 - Signal Mast Arms
 - DMS Structure, DMS attachment, DMS display/layout
 - CCTV structure, CCTV attachment, CCTV operation/layout
 - MVDS structure, MDVS attachment, MDVS operation/layout
 - Fiber optic splice and conduit
 - Power Service Distribution
 - Wiring and connection details
 - Conduit, pull box, and vault installation



- Communication Hub and Field Cabinets
- System-level block diagrams
- Device-level block diagrams
- Field hub/router cabinet configuration details
- Fiber optic Splicing Diagrams
- System configuration/Wiring diagram/Equipment Interface for field equipment at individual locations and communications hubs.
- Maintenance of Communications (MOC) Plan

The Design-Build Firm shall detail existing Signalization equipment and report which devices will be removed, replaced, or impacted by project work.

2. Design and Engineering Services:

The Design-Build Firm shall be responsible for all Signalization design and engineering services relating to the Project.

3. Construction and Integration Services:

The Design-Build Firm shall be responsible for all Signalization and ITS construction and integration services relating to the Project.

4. Testing and Acceptance:

All equipment furnished by the Design-Build Firm shall be subject to monitoring and testing to determine conformance with all applicable requirements. The Design-Build Firm is responsible for the coordination and performance of material inspection and testing, field acceptance tests, and system acceptance tests. The times and dates of tests must be accepted in writing by Miami-Dade County. The Design-Build Firm shall conduct all tests in the presence of the Miami-Dade County Inspector or designated representative.

R. Landscape Plans:

It is the intent of this work item to provide plans for significant landscape planting areas within the Project limits that meet the intent of City of Doral’s landscape requirements and Miami-Dade County Standards. The landscape design shall adhere to the City of Doral and Miami-Dade County landscape requirements with the intent of creating a unified landscape theme for the project.

The Design-Build Firm shall provide the necessary site inventory and site analysis and shall prepare a “Landscape Plan” as part of the roadway plan set for review and approval by the City of Doral. The Landscape Plan shall consider the Design-Build Firm’s proposed



roadway design improvements, utilities, setbacks and clear zone dimensions, community commitments and other Project needs in identifying future landscape planting areas.

The Landscaping Plans shall include the following:

- Meet or exceed the City of Doral’s landscape requirements.
- Incorporation of planters for small flowering plants and shrubs with rainwater/drip irrigation system at bridge upper level.
- Proposed improvements and existing elements to remain as associated with the Project.
- Vegetation disposition depicting existing plant material to be removed, relocated or to remain.
- Proposed drainage retention areas and easements.
- Proposed utilities and existing utilities to remain.
- Graphically depicted on-site and off-site desired or objectionable views.
- Locations of landscape planting areas in a bubble format which identifies various vegetation groupings in a hatched or colorized manner. Examples are: “trees/palms/shrubs”, “shrubs only”, “buffer plantings”, etc.
- Provided and labeled applicable clear zone, horizontal clearance, setback dimensions on the plans and in chart form which reflect AASHTO, FDOT and City of Doral guidelines for landscape installation and maintenance operations, including those that have been coordinated with other disciplines
- Identified outdoor advertising locations, owners and contacts and shown 1000 ft. view zone.
- Adherence to the City of Doral’s Adaptive Re-Use Ordinance and guidelines.

The Landscape Plan shall match the scale and format used for the proposed roadway sheets. Should this format not convey design intent that is clearly legible, an alternate format may be considered.

Disciplines that will have greatest impact to preserving landscape opportunities include environmental, drainage, utilities, signing, and lighting. The DBLA shall identify potential conflicts relating to preserving opportunity landscape areas and provide suggested resolutions to preserve them. If conflicts cannot be resolved by the Design-Build Firm and the DBLA, they shall be discussed with the City of Doral’s Project Manager for coordination and resolution.

The DBLA shall conduct a visual survey of existing vegetation within and adjacent to the Right of Way of the project. General locations of existing vegetation that will remain after roadway and associated improvements are completed shall be shown with notations of general plant species in each location on the Landscape Plan. The DBLA shall identify proposed buffer areas as needed.



The DBLA shall meet with the City of Doral Public Works and Planning and Zoning Departments prior to the beginning of work for the purposes of coordination and to City of Doral's landscape requirements. No proposed planting areas indicated on the Landscape Plan can occur in: federal and/or state jurisdictional wetlands or other surface waters; within open water bodies; in the bottom of stormwater management facilities; or use obligate wetlands or facultative wetland species within 25 feet of the seasonal high water of wetlands or other surface waters. Limited plantings may occur on the slopes and bottom of stormwater management facilities once coordinated with the City of Doral, Trees may not be planted within 5 feet of storm sewer pipes and utilities.

S. Warranty and Maintenance Requirements:

The Design-Build Firm shall be responsible for providing maintenance and warranty requirements for the following components. Warranty shall include replacement of parts, components and labor as specified for each roadway or project feature below.

- **Roadway Lighting:**
Warranty requirements for LED light fixtures and control systems shall be 3 years from Final Acceptance. The Design-Build Firm is responsible for furnishing and replacing failed LED fixtures, control systems for one year from Final Acceptance of the project.
- **Roadway Pavement:**
Warranty requirements FDOT Design Standards for Road and Bridge Construction current version at time of advertisement.
- **Drainage:**
Warranty requirements FDOT Design Standards for Road and Bridge Construction current version at time of advertisement.

T. All services required to complete the Project as specified in these contract documents shall be provided by the DESIGN/BUILD CONTRACTOR.

U. Review and/or approval by the CITY or its representative of such drawings or schedules shall not be construed as a complete and thorough review but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings or schedules will not relieve the DESIGN/BUILD CONTRACTOR of the responsibility for any error which may exist. DESIGN/BUILD CONTRACTOR shall be responsible for the dimensions and design of adequate connection, detail, and satisfactory performance of the Work. DESIGN/BUILD CONTRACTOR shall deliver to CITY all necessary project requirements for a complete facility as designed and approved.



- V. All drawings, specifications, and other documents furnished by the CITY to perform work shall remain the property of CITY.

3.10 **CONSTRUCTION SCHEDULE**

Contract Duration:

- A. The City of Doral has established a Contract Duration of 480 calendar days for the subject Project
- B. After notification of award and prior to the start of any work, the DESIGN/BUILD CONTRACTOR shall submit their detailed construction schedule to CITY for approval. The schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project, including estimated starting and completion dates of various activities (including design and permitting), procurement of materials, and scheduling of equipment and shall include the scope of work specifically associated with the milestone for the foundation. The schedule is subject to approval by the CITY.

Project Schedule:

The Design-Build Firm shall submit a Schedule, in accordance with Sub article 8-3.2 (Design-Build Division I Specifications). The Design-Build Firm's Schedule shall allow for up to fifteen (15) calendar days (excluding weekends and City of Doral observed Holidays) review time for the City of Doral's review of all submittals. The Design-Build Firm's Schedule shall allow for up to thirty (30) calendar days (excluding weekends and City of Doral observed Holidays) review time for the Miami-Dade County's review of all submittals.

There are no Special Events in the vicinity of the Project that would impact the Project schedule. However, constant coordination is required with the City of Doral for any possible events in the future. Also, please be advised that Doral Charter Upper School is within the project area and the Design-Build Firm will need to coordinate with School Drop-off and Pick-up times.

The minimum number of activities included in the Schedule shall be those listed in the Schedule of Values and those listed below (as applicable):

- Anticipated Award Date
- Design Submittals
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including RFI's, RFM's, RFC's, and NCR's
- Design Survey
- Submittal Reviews by the City of Doral and Miami-Dade County
- Design Review / Acceptance Milestones



- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Acquisition
- Roadway Design
- Roadway Construction
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Signalization Design (if necessary)
- Signalization Construction (if necessary)
- Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Landscape Plans
- Permit Submittals
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Holidays and Special Events (shown as non-workdays)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

3.11 KEY PERSONNEL/STAFFING

The Design-Build Firm’s work shall be performed and directed by key personnel identified in the Letter of Interest and/or Technical Proposal by the Design-Build Firm. In the event a change in key personnel is requested, the Design-Build Firm shall submit the qualifications of the proposed key personnel and include the reason for the proposed change. Any changes in the indicated personnel shall be subject to review and approval by the City of Doral’s Project Manager. The City of Doral shall have sole discretion in determining whether or not the proposed substitutions in key personnel are comparable to the key personnel identified in the Letter of Interest and/or Technical Proposal. The Design-Build Firm shall have available professional staff meeting the minimum training and experience set forth in Florida Statute Chapter 455. The Design-Build Firm shall identify the Quality Control and Design Project Manager with a minimum of 5 years working experience on projects with similar size and scope. The proposed geotechnical consultant/subconsultant shall be Miami-Dade County certified. The Design-Build Firm shall also identify the construction Project Manager /Super Intendent and Construction Quality Control Manager certified with Miami-Dade County and/or Florida Department of Transportation Construction Training and Qualification Manual (CTQM) with a minimum of 5 years working experience on projects with similar size and scope.

3.12 MEETINGS AND PROGRESS REPORTING



The Design-Build Firm shall anticipate periodic meetings with City of Doral personnel and other agencies as required for resolution of design and/or construction issues. These meetings may include:

- Progress Meetings – see below
- City of Doral technical issue resolution – as needed
- Local government agency coordination – as needed
- Temporary Traffic Control Plan Workshop
- Pavement Design Meeting
- Permit agency coordination
- Scoping Meetings

During design, the Design-Build Firm shall meet (Progress Meetings) with the City of Doral’s Project Manager on a monthly basis at a minimum and provide a one month look ahead of the activities to be completed during the upcoming month.

During construction, the Design-Build Firm shall meet (Progress Meetings) with the City of Doral’s Project Manager on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week.

The Design-Build Firm shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

3.13 PUBLIC INVOLVEMENT

1. General:

Public involvement is an important aspect of the Project. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the Project. The Design-Build Firm will serve as the Public Involvement Consultant (PIC) to carry out an exhaustive Public Involvement Campaign and a marketing effort. The City of Doral will assist the Design-Build Firm in the Public Involvement effort as described below.

2. Community Awareness:

The City of Doral will review and comment on a Community Awareness Program provided by the PIC for the Project.

3. Public Meetings:

The Design-Build Firm shall provide all supporting materials necessary for various public meetings, which may include:



- Kick-off or introductory meeting
- City of Doral Committee Meetings
- Public Information Meetings/Workshops
- Elected and appointed officials
- Special interest groups (private groups, homeowners associations, environmental groups, minority groups and individuals)
- Open Houses
- Virtual Public Hearings

For any of the above type meetings the Design-Build Firm shall provide all technical assistance, data and information, display boards, printed material, video graphics, computerized graphics, etc., and information necessary for the day-to-day exchange of information with the public, all agencies and elected officials in order to keep them informed as to the progress and impacts that the proposed Project will create. This includes workshops, information meetings, open houses, and public hearings.

The Design-Build Firm shall, as determined by the City of Doral, attend the meetings with an appropriate number of personnel to assist the CEI/ City of Doral. The Design-Build Firm shall forward all requests for group meetings to the CEI/ City of Doral. The Design-Build Firm shall inform the CEI/ City of Doral of any meetings with individuals that occur without prior notice.

4. Public Workshops, Information Meetings:

The Design-Build Firm shall provide all the support services listed in No. 3 above.

All legal/display advertisements announcing workshops, information meetings, and public meetings will be prepared by the Design-Build Firm in coordination with the Public Affairs Department and paid for by the City of Doral.

The City of Doral will be responsible for the legal/display advertisements for design concept acceptance. The Design-Build Firm will be responsible for preparing and mailing (includes postage) for all letters announcing the associated workshops and information meetings.

5. Public Involvement Data:

The Design-Build Firm is responsible for the following:

- Coordinating with the City of Doral.
- Identifying possible permit and review agencies and providing names and contact information for these agencies to the City of Doral.
- Providing required expertise (staff members) to assist the City of Doral on an as-needed basis.
- Preparing color graphic renderings and/or computer-generated graphics



- to depict the proposed improvements for coordination with the City of Doral, local governments, and other agencies.
- Providing information to the City of Doral to keep the City of Doral website current.

The Design-Build Firm shall provide records of all public correspondence, written or verbal, to the City of Doral throughout the life of the Project.

The Design-Build Firm may be asked by the CEI/ City of Doral to prepare draft responses to any public inquiries as a result of the public involvement process.

3.14 SITE SAFETY

The Design-Build Firm shall employ job safety best practices for active work zones in compliance with OSHA standards. A Site Safety Plan shall be developed and submitted to the City of Doral for review and approval prior to commencement of construction activities. The Design-Build Firm shall identify and provide a Safety Officer who at a minimum had completed an OSHA 500 Course. The Safety Officer shall be responsible for overseeing and enforcing job safety standards throughout the construction zone including but not limited to procedures, protective equipment, and safety measures for workers and general public.

3.15 QUALITY MANAGEMENT PLAN (QMP)

- **Design:**

The Design-Build Firm shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other services furnished by the Design-Build Firm under this contract.

The Design-Build Firm shall provide a Design Quality Management Plan, which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. In addition, the QMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed. The Design-Build Firm shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The QMP may be one utilized by the Design-Build Firm, as part of their normal operation or it may be one specifically designed for this Project. The Design-Build Firm shall submit a QMP within fifteen (15) working days following issuance of the written Notice to Proceed. A marked-up set of prints from the Quality Control review will be sent in with each review submittal. The responsible Professional Engineers or Professional Surveyor that performed the Quality Control review, as well as the QA manager will sign a statement certifying that the review was conducted.

The Design-Build Firm shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications and/or other services.



- **Construction:**

The Design-Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan in accordance with Section 105 of Standard Specifications which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

The sampling, testing and reporting of all materials used shall be in compliance with the Sampling, Testing and Reporting Guide (STRG) provided by Miami-Dade County and/or the Florida Department of Transportation. The Florida Department of Transportation has listed the most commonly used materials and details in the Florida Department of Transportation's database. When materials being used are not in the Florida Department of Transportation's database list, the Design-Build Firm shall use appropriate material details from the STRG to report sampling and testing. Refer to the State Materials Office website for instructions on gaining access to the Florida Department of Transportation's databases: <http://www.fdot.gov/materials/quality/programs/qualitycontrol/contractor.shtm>

Prepare and submit to the Engineer a Job Guide Schedule (JGS) using the Florida Department of Transportation database in accordance with Section 105 of Standard Specifications.

The City of Doral shall maintain its rights to inspect construction activities and request any documentation from the Design-Build Firm to ensure quality products and services are being provided in accordance with the Florida Department of Transportation's Materials Acceptance Program.

3.16 VALUE ADDED

The Design-Build Firm may provide Value Added Project Features, in accordance with Article 5-14 of the Specifications for the following features:

- Roadway features
- Roadway drainage systems,
- Paint systems
- Concrete defects
- And any other products or features the Design-Build Firm desires.

The Design-Build Firm shall develop the Value-Added criteria, measurable standards, and remedial work plans in the Design-Build Firm's Technical Proposal for features proposed by the Design-Build Firm.

END OF SECTION



SECTION 4

Instructions to Proposers

THE FOLLOWING INFORMATION IS CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO REQUEST FOR PROPOSAL. PROPOSER SHALL SUBMIT ALL INFORMATION SET FORTH IN THIS SECTION ORGANIZED IN THE APPROPRIATE ORDER.

4.1 PROPOSAL REQUIREMENTS

Submissions shall be typed on 8 ½" x 11" plain white paper and placed in three-ring binders. The two (2) CD copies must be exact duplicates of the original submission. Failure to provide exact copies shall result in submittal being nonresponsive.

Unnecessarily elaborate special brochures, artwork, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

4.2 TECHNICAL PROPOSAL FORMAT (PHASE 1)

Qualifications shall be prepared using the following in chronological order:

- 4.2.1 Statement acknowledging receipt of each addendum issued by the City (if applicable).
- 4.2.2 All Required Forms provided by the City beginning on Page 64
- 4.2.3 Statement of Qualifications and experience of the submitting person(s)/firm(s) that will provide the services.

THIS SECTION MUST INCLUDE:

Title Page

Show the name of proposer's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: "RFQ No. 2021-02 - Design-Build Adaptive Re-Use Roadway Infrastructure".

1. STATEMENT OF INTEREST AND INTRODUCTION (Cover Letter)

The responding firm (or the lead firm if sub-consultants are proposed) will provide a letter on letterhead, not exceeding two pages, which serves as a statement of interest, and summary of the proposal.



2. EXPERIENCE AND QUALIFICATIONS OF PROPOSING FIRM AND THE PERSONNEL ASSIGNED TO THIS PROJECT

i. Administration and Management [not exceeding 4 (four) pages]

a) The DESIGN/BUILD CONTRACTOR shall provide the description, location and availability of the Proposer's facilities staff and equipment as they currently exist and as they will be employed for the purpose of this contract.

b) The DESIGN/BUILD CONTRACTOR shall include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability, and to maintain schedules, as well as the means of coordination and communication between the organization and City of Doral. If applicable, the DESIGN/BUILD CONTRACTOR shall include a description of its corporate organization and affiliates and explain if and how the affiliates will contribute to this contract.

c) The DESIGN/BUILD CONTRACTOR should show where significant difficulties might be anticipated and resolved.

d) The DESIGN/BUILD CONTRACTOR shall prepare an effective communication plan to keep City of Doral's Team informed of all services rendered in the contract. This shall include the preparation of schedules and reports requested and any additional reports the Proposer feels might be needed.

e) The DESIGN/BUILD CONTRACTOR shall address issues of safety with regards to employees and property.

ii. Identification of Key Personnel (Limited to ten (10) pages)

Per Section 2.23, Technical Certifications, the DESIGN/BUILD CONTRACTOR shall demonstrate that the Project Manager, Designers, Superintendent and personnel assigned to this contract possess the required experience to perform the Scope of Services. This shall include, but not be limited to the following:

a) The DESIGN/BUILD CONTRACTOR shall explain the roles, functions and responsibilities of the management and administrative staff in terms of how they apply to the activities in the Scope of Services. Resumes for all superiors and other key personnel shall be included.

b) Names of key personnel as well as those of Sub-Contractor/Sub-Consultant on the Proposer's team, and the task which each will be assigned on the Proposer's team, as well as a resume for each supervisor proposed. The DESIGN/BUILD CONTRACTOR shall also identify the Engineer of Record.



c) The DESIGN/BUILD CONTRACTOR shall identify any employees and equipment that are being provided by the Sub-Contractor/Sub-Consultant.

d) The DESIGN/BUILD CONTRACTOR is to identify the Design Project Manager and the Construction Project Manager who will remain involved throughout the Contract term.

e) The DESIGN/BUILD CONTRACTOR shall include references with the name, address and phone numbers for both the Project Managers and all supervisors and key personnel for previous three (3) years contract or their last three (3) jobs whichever is greater.

f) The key personnel identified in this Proposal package shall be the personnel who actually perform the work. Any subsequent changes to the personnel submitted with this package must be approved by City of Doral.

g) Provide a narrative to describe the sequencing of key activities so as to ensure the success of the project, including the milestone associated.

h) The DESIGN/BUILD CONTRACTOR shall include an organizational chart that identifies the team structure and each member's areas of responsibility and time (percentage of hours dedicated to this project). As a minimum, the Proposal package shall contain the following information for the above specified disciplines:

- Complete name and number of years in business under current name.
- Addresses of home office and principal office for this project.
- Type of organization – corporation, partnership, etc.
- A report of any Sub-Contractor(s) / Sub-Consultant(s) that will be used.

3. QUALITY & PROJECT APPROACH

It is the desire of the City to select the Firm proposing a design that best adheres to the City's prescriptive requirements.

Include a descriptive statement including illustrative graphics, not exceeding four (4) pages describing the Proposer's understanding of the City's Project and a description of the proposed design to be presented during Phase 2. Discuss Value Management Techniques to be utilized in maintaining the quality of materials and systems and also address product/systems substitutions and value-added to the project. The City may choose to make these commitments contractual.

4. SAFETY



- A. The DESIGN/BUILD CONTRACTOR shall provide an updated Experience Modification Rate (EMR) for the previous three years.
- B. The DESIGN/BUILD CONTRACTOR shall provide a “Site Specific” Hurricane Preparedness Plan. The Plan shall outline the necessary measures that the CONTRACTOR proposes to perform at no additional cost to the City in case of a hurricane watch and a hurricane warning.
- C. The DESIGN/BUILD CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES** latest edition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees and other persons who may be affected thereby; and
 - b. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and
 - c. Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- D. The DESIGN/BUILD CONTRACTOR will designate an OSHA Certified “Competent Person” at the site whose duty shall be the prevention of accidents.
 - a. A “Competent Person” is an individual, designated by the employer, who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to workers, and who is authorized to take prompt corrective measures to eliminate them. [29 CFR 1926.32(f)].

Under the Excavation standards, tasks performed by the competent person include:

- Classifying soil;
- Inspecting protective systems;
- Designing structural ramps;
- Monitoring water removal equipment; and
- Conducting site inspections.

In addition, the competent person shall be available to receive verbal instructions from CEI Team or City representatives regarding installation, adherence to City standards, plans, and Contract Documents as a front-line representative of the CONTRACTOR.

Additional site tasks performed by the competent person include:

- Weekly safety briefings
- Daily adherence to MOT set up and takedown



- Monitor resident and commercial stakeholder requests
- Concurrence with CEI Team’s daily reports

5. VALUE ADDED/INNOVATION

The Design-Build is to address the following Value-Added features in the Technical Proposal:

- Broadening the extent of the Value-Added features of this RFP while maintaining existing threshold requirements.
- Exceeding minimum material requirements to enhance durability of project components.
- Providing additional Value-Added project features proposed by the Design-Build Firm.

The following Value-Added features have been identified by the City of Doral as being applicable to this project. The Design-Build Firm may propose to broaden the extent of these Value-Added features.

Value Added Feature	Minimum Value-Added Period
Value Added Asphalt	2 years
Value Added Concrete	5 years
Roadway Lighting	
Roadway Drainage	

The Design-Build Firm is to address introducing and implementing innovative design approaches and construction techniques which address the following elements in the Technical Proposal:

- Minimize or eliminate Utility relocations
- Materials
- Workmanship
- Enhance Design and Construction aspects related to future expansion of the transportation facility construction, operations and maintenance of project area.

Credit will be given to Proposer’s whose design includes innovative aspects for sustainable and low maintenance features while extending the life of the project.



4.3 **EVALUATION CRITERIA (PHASE 2)**

- Provide a Written Schedule Narrative that describes the Design and Construction phases and illustrates how each phase will be scheduled to meet the Project needs required of this Request for Proposal.
- Plan and Profile views of the proposed improvements shall be submitted in roll-plot format and in 11"x17" format. The maximum width of the roll-plots shall be 36". The maximum length of the roll-plot shall be 8'. Inclusion of additional information on the roll-plot, other than depictions of the Plan and Profile views, is allowed provided it clarifies the plan and profile views. However, the City of Doral may determine that such additional information is excessive and may require the Design-Build Firm to revise and resubmit the roll-plots. If this occurs, the Design-Build Firm will have 2 business days to revise and resubmit the roll-plots upon notification by the City of Doral. All other information not included on the roll plots, such as typical sections, special emphasis details, structure plans, etc., shall be provided on 11"x17" sheets.
- Provide Landscape Opportunity Plan sheets that depict preserved planting locations for a Bold Landscape design for the entire project limits. The Landscape Plan shall show all preserved planting areas to be used for future Bold Landscaping designs. Paper size shall be 11"x17".
- Provide Technical Proposal Plans in accordance with the requirements of the FDOT Design Manual, except as modified herein.
- The Plans shall complement the Project Approach.
- Adherence to Miami-Dade County's Complete Streets Design Guidelines.
- Adherence to the City of Doral's Adaptive Re-use ordinance and guidelines

1. Design

The Design-Build Firm is to address the quality and suitability of the following elements in the Technical Proposal:

- Roadway design / and safety
- Drainage design
- Environmental Impacts and Mitigation
- Roadway Lighting
- Landscaping
- Implementation of a Complete Streets Program
- Coordination with Miami-Dade Transit and the City of Doral Trolley
- Design coordination plan minimizing design changes



- Geotechnical investigation plan
- Geotechnical load test program
- Minimizing impacts through design to:
 - Environment
 - Public
 - Adjacent Properties
 - Structures
- Temporary Traffic Control Plan
- Incident Management Plan
- Aesthetics
- Utility Coordination and Design
- Design considerations which improve recycling and reuse opportunities

The Design-Build Firm is to address the following in Phase 2: aesthetics features of the design including but not limited to the following: considerations in the geometry, suitability and consistency of finishes, shapes, proportions and form throughout the limits of the project.

Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.

The Design-Build Firm is to address the following in Phase 2: design and utility coordination efforts that minimize the potential for adverse impacts and project delays due to utility involvement.

The Design-Build Firm is to address the following in Phase 2: development of design approaches which minimize periodic and routine maintenance. The following elements should be considered: access to provide adequate inspections and maintenance, access to structure’s lighting system, and impacts to long term maintenance costs.

2. Construction

The Design-Build Firm is to address the quality and suitability of the following elements in the Phase 2:

- Safety– Include in their proposal a Safety Officer, FDOT safety records and CMR scores.
- Roadway construction
- Drainage construction
- Construction coordination plan minimizing construction changes
- Minimizing impacts through construction to:
 - Environment
 - Public



- Adjacent Properties
- Implementation of the Environmental design and Erosion/Sediment Control Plan
- Implementation of the Maintenance of Traffic Plan
- Implementation of the Incident Management Plan
- Implementation of Hurricane Preparedness Plan
- Utility Coordination and Construction

The Design-Build Firm is to address the following in Phase 2: developing and deploying construction techniques that enhance project durability, reduce long term and routine maintenance, and those techniques which enhance public and worker safety. This shall include, but not be limited to, minimization of lane and driveway closures, lane widths, visual obstructions, construction sequencing, and drastic reductions in speed limits.

The Design-Build Firm is to address the following in Phase 2: ensuring all environmental commitments are honored.

The Design-Build Firm is to address the following in Phase 2: construction and utility coordination efforts that minimize the potential for adverse impacts and project delays due to utility conflicts.

4.4 TIME OF PERFORMANCE/ PROJECT SCHEDULE

The DESIGN/BUILD CONTRACTOR shall provide an overall CPM-type schedule of project work tasks and durations with a Project start date of **February 2021** (the actual start date will be adjusted to reflect the date of Notice to Proceed). A Gantt chart shall illustrate key project milestones and impact of project permitting activities. The schedule shall include interim design milestone activities for 50% construction documents and complete design, including necessary structural calculations and analysis to obtain a permit, technical specifications, and final construction documents by **May 2021**, “Substantial Completion” by **September 2021** and “Final Completion” by **October 2021**, as well as any other submittals that differ from the stated design milestones. This schedule shall become contractual with the start date being adjusted to reflect the actual notice to proceed, and the number of calendar days and sequence of activities being used to reflect the Construction schedule adjusted for the actual OWNER’s Construction Notice to Proceed.

A narrative not to exceed ten (10) pages shall discuss the approach to critical project activities affecting schedule compliance, including but not limited to: Permitting, critical decision making, long-lead system selection and procurement, project tracking activities, project controls and means of correction. A detailed project schedule is to be included with the response, identifying total contract time.

END OF SECTION



SECTION 5

REQUIRED FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO RFP.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Proposal Submittal Form
- RFP Reference Survey
- Statement of No Response
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Employment Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Bidder/ Proposer Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards
- [IRS Form W-9](#) - Request for Taxpayer Identification Number and Certification





CITY OF DORAL PROCUREMENT
RFP REFERENCE SURVEY
RFP. NO. 2021-02

Design-Build Adaptive Re-use Infrastructure Development

FROM:		TO: PROCUREMENT MANAGER
COMPANY:		DUE DATE: March 9th, 2021
PHONE NO.:		TOTAL #. OF PAGES: 1
FAX NO.		PH. #: 305-593-6725 EXT. 4003 / 4006
EMAIL:		EMAIL: procurement@cityofdoral.com
SUBJECT:	Reference for Adaptive Re-use Infrastructure Development	
Additional Details: <hr/> <hr/>		
<p>You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City Project:</p> <p align="center">❖ The City of Doral has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for the design and construction of: A Complete Streets Program in the City’s Adaptive Re-Use Area hereinafter referred to as the “Project”.</p> <p>A complete copy of the solicitation document can be obtained via the City of Doral’s Procurement webpage at the link below. City of Doral - Bid Opportunities</p>		
Name of Company you are providing a reference for: <hr/>		
	Indicate:	“YES” or “NO”
1. Was the scope of work performed similar in nature?		
2. Did this company have the proper resources and personnel by which to get the job done?		
3. Were any problems encountered with the company’s work performance?		
4. Were any change orders or contract amendments issued, other than owner initiated?		
5. Was the job completed on time based on the original established timeline, not including change orders?		
6. Was the job completed within budget based on the original established budget, not including change orders?		
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. Rate from 1 to 10 (10 being the highest)		
8. If the opportunity were to present itself, would you rehire this company?		
9. Please provide any additional comments pertinent to this company and the work performed for you:		



PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:
Tanya Donigan – Procurement@cityofdoral.com
Subject: Reference for RFP No. 2021-02

Reference Print Name

Reference Title

Reference Signature



STATEMENT OF NO RESPONSE
RFP No. 2021-02

If you are not proposing on this service/commodity, please complete and return this form to City of Doral Procurement at procurement@cityofdoral.com. Failure to respond may result in deletion of your firm's name from the qualified vendor list for the City of Doral.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a Bid on the above because of the following reasons:

- _____ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only
(explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or an equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS:



BIDDER INFORMATION WORKSHEET
RFP No. 2021-02

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____

PHONE No.: _____

CONTACT PERSON: _____ **TITLE:** _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP/ JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above):

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____



BIDDER QUALIFICATION STATEMENT

RFP No. 2021-02

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project as specified in Section 2.

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____
Project Description _____

2. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____



Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description

3. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description

4. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____



Project Description _____

5. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

END OF SECTION



BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)
RFP No. 2021-02

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral (“City”) are (Post Office addresses are not acceptable), as follows:

 FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

 Name of Entity, Individual, Partners, or Corporation

 Doing business as, if same as above, leave blank

 STREET ADDRESS SUITE CITY STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	%
_____	_____	%
_____	_____	%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:



Signature of Affiant

Date

Printed Name of Affiant

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public



FURTHER AFFIANT SAYETH NOT

By: _____

Print Name: _____

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

_____ My commission expires: _____

Type of Identification

Printed, typed, or stamped commissioned name of Notary Public



**NO CONTINGENCY AFFIDAVIT
RFP No. 2021-02**

State of _____)
)

SS

County of _____)

BEFORE ME, the undersigned authority, personally appeared _____,
who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are _____ Owner, Partner, Officer, Representative or Agent) of _____, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____

Print Name: _____

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____(year), by _____

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

_____ My commission expires: _____



Type of Identification

Printed, typed, or stamped commissioned name of Notary Public



AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT
RFP No. 2021-02

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Doral, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____



Personally known _____

OR

Produced identification _____

Notary Public-State of _____

_____ My commission expires: _____
Type of Identification

Printed, typed, or stamped commissioned name of Notary Public



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFP No. 2021-02

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____
and (if applicable) its Federal Employer Identification number (FEIN) is _____
(IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

(Printed Name)

(Title)

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____



Personally known _____

OR

Produced identification _____

Notary Public-State of _____

_____ My commission expires: _____
Type of Identification

Printed, typed, or stamped commissioned name of Notary Public



DRUG-FREE WORKPLACE PROGRAM
RFP No. 2021-02

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

does: _____
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip code



**COPELAND ACT ANTI-KICKBACK AFFIDAVIT
RFP No. 2021-02**

STATE OF }
 }SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and

_____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
Title: _____

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____

Personally known _____
OR
Produced identification _____

Notary Public-State of _____

_____ My commission expires: _____
Type of Identification

Printed, typed, or stamped commissioned name of Notary Public



EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
RFP No. 2021-02

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.14.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date



CONE OF SILENCE CERTIFICATION

RFP No. 2021-02

I, _____, _____
 (Individual’s Name) (Title)

of the _____, do hereby certify that
 (Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled ‘Cone of Silence’.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual’s Signature

Date



TIE BIDS CERTIFICATION
RFP No. 2021-02

I, _____, _____
(Individual’s Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.14.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual’s Signature

Date



RESPONDENT'S CERTIFICATION

RFP No. 2021-02

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

The foregoing affidavit was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____

Signature

Name and Title, Typed or Printed

Mailing Address

City, State and Zip Code

Telephone Number

Notary Public

STATE OF _____

My Commission Expires



**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a Corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, _____, 20____ , to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)



**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a Corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated, _____ 20 _____, to the City of Doral and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)



**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the
_____ a corporation existing under the laws of
the State of _____, held on _____, 20_____, the
following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____
of the Joint Venture be and is hereby authorized to execute the Bid dated, _____ 20_____,
to the City of Doral official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

(SEAL)

END OF SECTION



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION



**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Design-Build Adaptive Re-Use Infrastructure Development**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY: _____

END OF SECTION



**EXHIBIT “A”
MINIMUM INSURANCE REQUIREMENTS**

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$4,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured
Explosion, Collapse and Underground Damage Liability
Primary Insurance Clause Endorsement
Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	
Any One Accident	\$1,000,000

Coverage / Endorsement Required

Employees are covered as insureds
City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers’ Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.



Waiver of Subrogation in favor of City.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

V. Professional Liability/Errors & Omissions

Limits of Liability

Each Claim	\$2,000,000
Policy Aggregate	\$2,000,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

VI. Cyber Liability – (If Applicable)

A. Limits of Liability

Each Occurrence	\$1,000,000
Including Liability for Data Breach, Media Content, Privacy Liability and Network Security for third parties. Retro Date – Prior to commencement of job.	

VII. Crime Insurance/Fidelity Bonds – Third Party

Crime Insurance or Fidelity Bonds covering theft of the City’s monies, securities, or products in the amounts of:

Per Employee/Incident	\$500,000
-----------------------	-----------

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.



Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of AM Best’s Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor’s interests or liabilities but are merely minimums.

END OF SECTION

