

# **CITY OF DORAL**



## **Invitation to Bid**

**ITB No. 2022-22**

## **NW 58 Street Outfall**

**Federal Aid Project Number: MT043**



# City of Doral

## Invitation to Bid

### NW 58 Street Outfall

### ITB No. 2022-22

#### ADVERTISEMENT

The project will be advertised for a minimum of thirty (30) days on the City of Doral's website (<https://www.cityofdoral.com>) as well as through the regional newspaper the Daily Business Review (<https://www.law.com/dailybusinessreview/the-newspaper/>).

NOTICE: Pursuant to Article V of the City's Code of Ordinances, hereby gives notice of its intent to seek sealed submittals from interested parties in response to this Invitation to Bid (ITB) for ***"ITB No. 2022-22 - NW 58 Street Outfall"*** (the "ITB"), to provide the services described herein. Bids must be submitted electronically through DemandStar or Vendor Registry by **10:00 am on July 21<sup>st</sup>, 2022**. Bids shall be clearly marked on the exterior ***"ITB No. 2022-22 - NW 58 Street Outfall"*** and submitted in a sealed box/envelope.

Bids must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Invitation to Bid. Any bids received after the due date and time specified, will not be considered.

**All bids shall be publicly opened and recorded on July 21<sup>st</sup>, 2022, at 10:00 am.** Late submittals shall not be accepted or considered.

**A mandatory pre-bid conference shall be held on June 30<sup>th</sup>, 2022, at 10:00 a.m.** This meeting is being hosted virtually via GoToMeetings and can be accessed from your computer, tablet, or smartphone via <https://global.gotomeeting.com/join/611969557>

<https://global.gotomeeting.com/join/611969557>

You can also dial in using your phone.

United States: +1 (571) 317-3112

**Access Code: 611-969-557**

All Bids are due no later than **Thursday, July 21<sup>st</sup>, 2022, at 10:00 AM EST** or any time prior thereto **electronically via Vendor Registry or DemandStar**, to include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Invitation to Bid.

Solicitations may be found via the City of Doral website ([www.cityofdoral.com](http://www.cityofdoral.com)) under Procurement, via

[Vendor Registry](#) and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any proposal. The City may reject any or all bids and re-advertise.

## PROJECT OVERVIEW

The City of Doral desires to retain the services of a qualified and licensed Contractor, or a Certified Engineering Contractor to construct stormwater drainage improvements along NW 57<sup>th</sup> Street between NW 79<sup>th</sup> Avenue and NW 78<sup>th</sup> Avenue (Known as Phase I) and along NW 79<sup>th</sup> Avenue between NW 57<sup>th</sup> Street to NW 58<sup>th</sup> Street to construct along the NW 58<sup>th</sup> Street canal bank a 48" Outfall to discharge from the south bank of the NW 58<sup>th</sup> Street Canal (Known as Phase I). Roadway restoration and milling & resurfacing is required for this project. Also, canal bank improvements of pond 1 and pond 2 of NW 58<sup>th</sup> Street Canal to improve the top of bank of each canal segment to reach historical flood elevations. For a more detailed project overview refer to the attached construction plan set titled "**Sub Basin H-5 NW 58 Street Canal and Outfall Improvements**".

Through the Invitation to Bid (ITB) process described herein, licensed, and certified Contractors interested in assisting the City with the provision of such services must prepare and submit a bid packet in accordance with the procedure and schedule of this ITB. The City will review submittals only from those contractors that submit an ITB packet which includes all the information required to be included as described herein.

One of the following licenses (valid, current, and active) is **required within bid submittal package**: Certification, as an Underground Utility and Excavation Contractor, provided by the State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes, OR Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a Specialty Engineering Contractor, commensurate to the requirements of the Scope of Work as a Pipeline Engineering Contractor. The specialty contractor shall subcontract with a qualified contractor any work which is incidental to the specialty work of other than that of the Engineering Specialty for which certified and perform the work, described herein, with all applicable State Statutes and local codes and ordinances.

The City will review submittals only from those CONTRACTORS that submit an ITB packet which includes all the information required to be included as described herein; to construct the NW 58<sup>th</sup> Street Outfall project which includes drainage, roadway, and canal improvements.

The City intends to award a contract for NW 58<sup>th</sup> Street Outfall project to the contractor that is the lowest, most responsive, and responsible bidder that: possesses qualified manpower, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be in the greatest benefit to the City. In addition, the Contractor must have previous experience constructing similar drainage and canal improvements.

**This project is being partially funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Mitigation (CDBG-MIT) dollars.**

It is the intent of the City to award a contract for a period of **one hundred and eighty (180) calendar days** for final completion of project, subject to cancellation as provided herein.

A copy of the complete bid package may be obtained from the City of Doral website, [www.cityofdoral.com](http://www.cityofdoral.com), by clicking on the Procurement Division link under City Departments. Select the "RFP/Open Bids" link.

All inquiries must reference “***ITB No. 2022-22 – NW 58<sup>th</sup> Street Outfall***” in the subject line and should be directed to [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). No phone calls will be accepted in reference to this ITB. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this ITB, supplements or revisions will be made available via written addendum.

## **SCHEDULE OF EVENTS**

| <b>The City's tentative schedule for this Request for Proposals is as follows:</b> |   |
|--|---|
| <b>ITB Advertisement Date:</b>   | <b>June 17<sup>th</sup>, 2022, 5:00 P.M.</b>  |
| <b>Mandatory Pre-Bid Meeting:</b>  | <b>June 30<sup>th</sup>, 2022, at 10:00 A.M.</b><br><br>Please join my meeting from your computer, tablet, or smartphone.<br><a href="https://meet.goto.com/611969557">https://meet.goto.com/611969557</a><br><br><b>You can also dial in using your phone.</b><br>United States: +1 (571) 317-3112<br><b>Access Code:</b> 611-969-557  |
| <b>Cut-off Date for Questions:</b>   | <b>July 7<sup>th</sup>, 2022, at 5:00 P.M.</b>  |
| <b>Deadline for Submittals and Opening of Bids:</b>                                | <b>July 21<sup>st</sup>, 2022, at 10:00 A.M.</b><br><br>Please join my meeting from your computer, tablet, or smartphone.<br><a href="https://meet.goto.com/743194829">https://meet.goto.com/743194829</a><br><br><b>You can also dial in using your phone.</b><br>United States: +1 (312) 757- 3121<br><b>Access Code:</b> 743-194-829 |
| <b>Anticipated Notification of Award Recommendation</b>                            | <b>September 7<sup>th</sup>, 2022, at 10:00 A.M.</b>  |
| <b>Anticipated Award (by the City Council):</b>                                    | <b>September 14<sup>th</sup>, 2022, at 10:00 A.M.</b>   |

The City reserves the right to delay or modify scheduled dates and will notify Bidders of all changes in scheduled dates.

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END OF SECTION



## SECTION 00200 - INSTRUCTIONS TO BIDDERS

**1.1 Taxes:** Bidder shall include all applicable taxes in the Bid.

**1.2 Purpose of Bid:** The City of Doral intends to secure a source of services/supply (s) at the lowest responsive and responsible price. The City reserves the right to award the Bid considered the best to serve the City's interests.

**1.3 Questions:** Any questions regarding this ITB should be directed in writing to the Procurement Division via email at: [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). All inquiries must have in the subject line the following: ***"ITB No. 2022-22 - NW 58 Street Outfall"***.

Bidders requiring clarification or interpretation of the ITB must submit them via e-mail on or before **5:00 pm, July 7<sup>th</sup>, 2022**. 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 listed on the official BIDDER's list as having received the bidding documents. In addition, inquiries and responses may also be posted on the City of Doral website and DemandStar. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a BIDDER from submitting their Bid on the required date and time as publicly noted.

**1.4** BIDDER warrants that the prices, terms, and conditions quoted in the Bid will be firm for a period of 120 days from the date of the Bid opening unless otherwise stated in the Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the invitations to Bid will be cause for rejection, as determined by the City.

**1.5** Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida Statutes - "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for

category two for a period of 36 months from the date of being placed on the convicted vendor list".

### 2.1 Submission of Bids

**2.1.1** BIDDERS shall use the Bid Form(s) furnished by the City. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid forms will invalidate the Bid. BIDDER shall deliver to the City, as Bid package:

1. This entire Bid document, with all sections executed.
2. A copy of all issued addenda.
3. An electronic copy of your bid submittal to include all required forms signed and dated.
4. Bid Security, (Bid Bond or cashier's check) attached to the front inside cover of the Bid document.
5. Certificates of Competencies.
6. Certificate of Insurance and or Letter of Insurability

The entire Bid Package shall be placed in a sealed opaque envelope, box, or container and clearly marked with the BIDDER's name and address.

**2.1.2** Bids having an erasure or corrections must be initialed by the BIDDER in ink. Bids shall be signed in ink; all quotations shall be typewritten or printed and filled in with ink.

**2.1.3** Guaranties: no guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to reasonably increase or decrease quantities as required. The prices offered herein, and the percentage rate of discount applies to other representative items not listed in this Bid.

**2.2** Delivery: all items shall be delivered f.o.b. destination (i.e. at a specific City of Doral address), and delivery costs and charges (if any) will be included in the Bid Price. Exceptions shall be noted.

**2.3** Mistake: if there is a discrepancy in the unit and extended prices, the unit prices(s) will prevail, and the extensions adjusted to coincide. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the BIDDER

from their responsibility as noted herein.

**3.1 Material:** material(s) delivered to the City under this bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product (s) to the seller at the sellers' expense.

**3.2 Pricing:** prices should be stated in units of quantity specified in the Bid Form. In case of a discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City.

**3.3 Safety Standards:** the BIDDER warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable.

**3.4 Payments:** payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices will be processed as required by Florida State Statute Title XIV, Chapter 218, Part VII, Florida Prompt Payment Act. Invoices must bear the purchase order number.

**4.1 Liability, Insurance, Licenses & Permits:** where BIDDERS are required to enter onto City of Doral property to deliver materials or to perform work or services as a result of a Bid award, the BIDDER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The BIDDER shall be liable for any damages or loss to the City occasioned by negligence of the BIDDER (or their agent) or any person the BIDDER has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licenser necessary requirements to practice their profession as required by Florida State Statute, Florida Building Code, Miami-Dade County, or City of Doral Code. Contractors shall be FDOT prequalified and shall have provide certifications 10 days prior to award. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licenser will be grounds for rejecting the Bid and forfeiture of the Bid Bond.

**4.2** BIDDER shall furnish to the Finance Director, City of Doral, 8401 NW 53rd Terrace Doral, Florida 33166, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for

those coverage types and amounts listed in Exhibit A - Insurance Requirements. At the time of Bid submission, the BIDDER must submit certificates of insurance.

**5.1** All insurance shall be issued by companies rated A-: Class V or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the BIDDER and insurer to notify the finance support services director of the City of Doral of cancellation, lapse, or material modification of any insurance policies insuring the BIDDER, which relate to the activities of such vendor and the City of Doral. Such notification shall be in writing and shall be submitted to the City Finance Director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance.

**5.2** Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will result in the Rejection of the Bid by the City. The BIDDER hereby holds the City, the State of Florida, the Department of Transportation, and its officers and employees harmless and agrees to indemnify the City and covenants not to sue the City, the State of Florida, the Department of Transportation, and its officers and employees by virtue of such rejection. To the fullest extent permitted by law, the City's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the City's sovereign immunity.

**5.3** Copy rights and/or Patent Rights: BIDDER warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The bidder agrees to indemnify the City, the State of Florida, the Department of Transportation, and its officers and employees from any and all liability, loss, or expense occasioned by any such violation. To the fullest extent permitted by law, the City's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the City's sovereign immunity.

**6.1 Warranty/Guaranty:** successful BIDDER shall take all necessary steps and complete all forms for Warranty / Guarantee coverage under this Contract. BIDDER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.

**6.2 Samples:** samples of items, when required, must be furnished by the BIDDER free of charge to the City. Each individual sample must be labeled with the BIDDER's name and manufacturer's brand name and delivered by them within ten (10) calendar days of the Bid opening unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.

**6.3 Governmental Restrictions:** in the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful BIDDER to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Doral reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.

**6.4 Assignment:** the BIDDER shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the BIDDER changes hands subsequent to the award of this contract, BIDDER shall promptly notify CITY in writing of such change in ownership or control at least thirty (30) days prior to such change and CITY shall have the right to terminate the contract upon sixty (60) days written notice, at CITY's sole discretion.

**6.5 Award of Bids:** The City intends to award a contract for NW 58<sup>th</sup> Street Outfall Project to the contractor that is the lowest, most responsive, and responsible bidder. The City of Doral reserves the right to accept or reject any and / or all bids or parts of bids, to waive any informality, irregularities, or technicalities, to re-advertise for bids, or take any other actions that may be deemed to be in the best interests of the City. The City also reserves the right to waive minor variations to the specifications (interpretation

of such to be made by the applicable department personnel). Final determination and award of Bid(s) shall be made by the City Council. In addition, each bidder agrees to waive any claim it has or may have against the CITY, the Successful Bidder, and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

**6.6 Discrepancies:** in case of discrepancies, computed dimensions shall govern over scaled dimensions; supplemental specifications shall govern over standard specifications; and special specifications shall govern over drawings, supplemental and standard specifications.

**7.1 Evaluation of Bids:** The City, at its sole discretion, reserves the right to inspect any / all BIDDER's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the BIDDER, 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, or comparable private entities, will be taken into consideration in the Award of the Contract.

**7.2 Identical (tie bids):** In the event of a Tie Bid, the bidder that has completed the most projects of similar scope and budget, will be the bidder recommended for award.

**7.3 Preference to Local Businesses:** No local or state preference for this ITB.

**7.4 Hold Harmless:** all BIDDERS shall defend, indemnify, and hold harmless the City of Doral, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with BIDDER's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the BIDDER and third parties made pursuant to this Agreement. BIDDER shall reimburse the City of Doral for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with BIDDER's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes.

- "To the extent provided by law, Bidders shall indemnify, defend, and hold harmless the City of Doral and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or

damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Bidder or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Bidder hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

- The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Bidder to indemnify City of Doral for the negligent acts or omissions of City of Doral, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by City of Doral to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

**7.5 Cancellation:** failure on the part of the BIDDER to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.

**7.6 Disputes:** if any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the BIDDER and the CITY department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the CITY Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

**8.1 Non-conformance to Contract:** The City of Doral may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be repaired to the City's satisfaction within (5) calendar days by the contractor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

**8.2 Default Provision:** in case of default by the BIDDER or CONTRACTOR, the City of Doral may procure the

articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

**8.3 Indemnification:** In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the CONTRACTOR shall indemnify, defend and save harmless the CITY, its elected officers, agents, volunteers, and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the construction of this Project, or by or in consequence of any negligence by or on account of any act or omission of the said CONTRACTOR or his Subcontractor, agents, servants or employees. The CONTRACTOR will indemnify, defend and hold harmless the CITY, its elected officers, and their agents, volunteers, or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that CONTRACTOR shall indemnify, defend and hold harmless CITY, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/ subcontractors, or consultants/ subconsultants who perform work in connection with this Agreement: "To the fullest extent permitted by law, the City of Doral's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to, nor shall it constitute a waiver of the State of Florida and the Agency's

sovereign immunity.”

**8.4 Secondary/Other Vendors:** The City reserves the right in the event the primary bidder cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the Contract.

**8.5 Specifications:** All construction and materials furnished by the successful BIDDER shall conform to the Standard and Specifications of the City of Doral, Miami-Dade County Public Works Department Standards and Specifications Parts 1, 2 & 3, The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, The Florida Department of Transportation Roadway and Traffic Design Standards, and the Florida Department of Transportation Standards and Specifications. BIDDER shall also perform all work in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.

#### **8.6 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).

#### **8.7 Cone of Silence Provisions:**

Notwithstanding any other provision of these specifications, the provisions of City “Cone of Silence” are applicable to this transaction. The “Cone of Silence,” as used herein, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or bid, between:

A potential vendor, service provider, proposer, bidder,

lobbyist, or contractor, and:

The City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each ITB, RFQ and bid after the advertisement of said ITB, RFQ, or bid.

The Cone of Silence shall terminate at the time the City Manager makes his or 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-bid conferences;
- 2) public presentations made to the City Council during any duly noticed public meeting;
- 3) communication in writing at any time with any City employee, unless specifically prohibited by the applicable ITB, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- 4) communications regarding a particular ITB, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or contractor and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such ITB, RFQ or bid, 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 bidders regarding a particular bid during the time period between the opening of bids 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; and
- 9) communications to enable City staff to seek and obtain industry comment or perform market

research, provided all communications related thereto between a potential vendor, services provider, proposer, bidder, lobbyist, or contractor 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.

Contact the Procurement office or the City Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any ITB award or RFQ award to said bidder or proposer voidable by the City Council and/or City Manager.

**9.1 Bonding Requirements:** The BIDDER, in submitting this Bid, must include a 5% Bid Bond for the amount of the base Bid. Such bond shall be from a Surety Company in the amount of 5% of the total amount of the base Bid. A company, cashier or personal check **shall not** be deemed a valid Bid Security.

**9.1.1 Performance and Payment Bond:** The City of Doral shall require the successful BIDDER to furnish a Performance Bond and Payment bond, each, in the amount of 100% of the total Bid Price, with the City of Doral as the Obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.

**9.1.2 Bid Guaranty:** The successful BIDDER shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days of notification of the award by the City.

The BIDDER who has the Contract awarded to them and who fails to execute the Contract, furnish the Performance and Payment Bonds, and/or Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the BIDDER fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

## **9.2 Contract Time and Contract Time Extensions:**

The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the general conditions.

It is the intent of the City to award a contract for a period of **one hundred and eighty (180) calendar days** for final completion.

If applicable, the time allowed for the completion of the work shall be stated in each work order.

**10.1 Conflicts of Interest:** The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Doral or its' agencies.

## **10.2 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.

## **10.3 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.

## **10.4 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.

## **10.5 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 disclosures are 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.

## **10.6 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.

## **10.7 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.

**11.1** The Parties agree to comply with s.20.055(5) Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Florida Statutes (5). It is the duty of every state officer, employee, agency, special district, board, commission, contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

## **11.2 Grant Funded Procurement and Contracting**

Goods and services to be procured, which are funded by a Federal grant program, must be procured in accordance with the current guidelines and procedures in 2 CFR §200.318 through §200.327 including Appendix II.

## **11.3 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.

#### **11.4 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS.**

Ordinance No. 2008-04, Sec. 2-338 - Formal

1.27.1 Right to protest on formal solicitations. The following procedures shall be used for resolution of protested formal solicitations and awards:

A. Protest of solicitations. Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the City Clerk within five business days prior to the date set for opening of bids or receipt of proposals.

B. Protest of award. Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

1.27.2 Authority to resolve protests. The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city council. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city council for approval or disapproval thereof.

1.27.3 Stay of procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (b) of this section, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial

interests of the city.

1.27.4 Filing fee. Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

1.27.5 Entitlement to costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs other than attorney's fees.

1.27.6 Compliance with filing requirements. Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

#### **11.5 NON-PERFORMANCE**

(1) **Delivery Delays:** the City reserves the right to procure goods and/or services to be provided under this Contract from other sources in the event Contractor fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this Contract.

(2) **Unacceptable Deliveries (Rejections):** Upon notification by the City that goods and/or service deliverables provided by the Contractor under this Contract are damaged and/or not of the quality specified by the City, such goods and/or service deliverables will be rejected. Contractor shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by the City.

(3) Contractor shall remove all rejected materials, equipment or supplies from the premises of the City within ten (10) days of notification. Rejected goods and/or service deliverables not removed from City's premises within ten (10) days will be regarded as abandoned, shall become the property of the City, and the City shall have the right to dispose of such items.

(4) The City reserves the right to authorize immediate



purchase from other sources against rejections.

- (5) **Liability:** Contractor shall be liable to the City of Doral for all costs incurred by the City as a result of Contractor's failure to perform in accordance with this Contract. Contractor's liability shall include, but not be limited to:
- Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.
  - Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Contractor and/or rejections of Contractor's goods and/or service deliverables.
  - Warranty and rework costs, liability to third party, excess costs, reasonable attorney's fees, and related costs incurred by the City due to non-responsive performance of Contractor.

#### **11.6 BUSINESS ENTITY CODE OF BUSINESS ETHICS AND CONDUCT**

Ordinance No. 2021-34, Secs. 2-384 - Business Entity Code of Business Ethics and Conduct

The City will not contract or transact business with a person, corporation, partnership, firm or other business entity in the event of a conflict of interest -under state or local law if: (1) neither an exemption nor opportunity to waive the conflict of interest exists; or (2) an opportunity to waive the conflict exists, but the City does not waive it. If a conflict of interest is waivable, the City Council shall have the sole Authority for waiving it.

##### **Business Entities**

Vendors shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes, Sec. 2-11.1. - Conflict of Interest Ordinance, Code of Miami Dade County.

##### **Applicability and Reporting Requirements.**

All persons, corporations, partnerships, firms or other business entities transacting business with the City shall be familiar and comply with local and state conflict of interest laws, nepotism, ordinances, policies or directives (hereinafter "conflict of interest law").

##### **Compulsory disclosure by firms doing business with the city or in the city.**

In order to ensure that the city and all business entities conduct business with the city do so according to the highest standards of ethics, the city has established reasonable procedures designed to prevent and detect conflicts of interest. The city is committed to avoiding

conflicts of interest and maintaining interactions with business entities seeking city council approval in a fully transparent manner. Accordingly, requiring the full disclosure of principals, companies and subcontractors minimizes the potential for conflicts of interest. Any business entity which has business commitments to or from the City through solicitations, contracts, and orders for services or is working on a project in the City that may go before the City Council for approval shall comply with the disclosure requirements of this section.

- The Contracting officer shall report annually by October 31, for services performed under this contract during the preceding fiscal year (October 1-September 30).
  - Subcontract number (including subcontractor name and unique entity identifier); and
  - The number of subcontractors direct-labor hours expended on the services performed during the previous city fiscal year.
  - The total dollar amount invoiced for services performed during the previous city fiscal year under the contract.
- The Contracting office shall also require that all vendors and subcontractors complete and return the conflict-of-interest disclosure form.
- For projects placed on the City Council agenda for approval, the Contracting officer shall file a report with the City Clerk no later than seven days before the item is scheduled to be heard by the city council. The report shall contain shall report the following information:
  - The names of all subcontractors providing services.
  - The value of each subcontract.
  - The number of subcontractors direct-labor hours expended/or anticipated on the services.
  - A list of names of subcontractors proposed to perform principal portions of the work.
- Whenever any person is in doubt as to the applicability of conflict-of-interest law to himself or herself or his or her company, that person may submit to the Office of the City Attorney a full written statement of the facts and questions he or she has. The Office of the City Attorney shall render an opinion to that person.

#### **11.7 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:**

The City of Doral wants to increase the participation of

Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions, please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

**BLACK** - which includes persons having origins in any of the Black racial groups of Africa.

**WHITE** - which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European descent including Pakistani and East Indian.

**HISPANIC** - which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

**NATIVE AMERICAN** - which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

**ASIAN AMERICAN** - which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Prime Contractors shall take all necessary efforts in hiring minority-owned, women-owned, and small businesses as subcontractors for this award project. When possible, take all necessary affirmative steps outlined in 2 CFR 200.321.

## **11.8 § 200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

## **11.9 § 200.323 PROCUREMENT OF RECOVERED MATERIALS**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **11.10 § 200.324 CONTRACT COST AND PRICE**

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-

Federal entity may reference its own cost principles that comply with the Federal cost principles.

- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**11.11 § 200.325 FEDERAL AWARDING AGENCY OR PASS-THROUGH ENTITY REVIEW**

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
  - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
  - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
  - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
  - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to

other than the apparent low bidder under a sealed bid procurement; or

- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
- (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

**11.12 § 200.337 ACCESS TO RECORDS**

Contractors must provide the Sub-recipient, pass-thru entity, Federal awarding agency, Comptroller General of the United States, or any duly authorized representatives right of access to any books, documents, papers, or records which are directly pertinent to the project for the purpose of making audits, examinations, excerpts, and transcriptions. Records must be maintained for six (6) years after the Grantee formally closes out each program. (§200.337).

END OF SECTION

## SECTION 00300

### TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

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

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 *et seq*, Fla. Stat. which became effective October 1, 1990, shall be in effect during the period of construction of the Project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

#### Method of Compliance

#### Cost

Total: \$ \_\_\_\_\_

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the Total Base Bid. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the CITY and ENGINEER are not, responsible to review or assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Section 553.60 *et. seq.*, Fla. Stat. cited as the "Trench Safety Act". Bidder is, and the CITY and ENGINEER are not, responsible to determine, if any safety or safety related standards apply to the Project, including but not limited to, the "Trench Safety Act".

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **SECTION 00320**

### **HURRICANE PREPAREDNESS**

#### HURRICANE PREPAREDNESS

- A. The CONTRACTOR shall submit a "Site Specific" Hurricane Preparedness Plan to the City and Engineer at the Pre-construction Conference. 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.
- B. General:
  - 1. During such periods of time as designated by the United States Weather Bureau or local authorities as being a hurricane alert, the CONTRACTOR shall perform all precautions as necessary to safeguard the work and property, including the removal of all small equipment and materials from the site, lashing all other equipment and materials to each other and to rigid construction, and any other safety measures as may be directed by the Engineer and the City.
- C. Upon Notification of a Hurricane Watch:
  - 1. CONTRACTOR shall prepare and submit for approval a Plan of Action for the specific actions to be taken on this project.
- D. Upon Notification of a Hurricane Warning:
  - 1. CONTRACTOR shall implement the approved Plan of Action to protect the Project and the public.
  - 2. The CONTRACTOR shall backfill all open trenches, remove all construction equipment and materials from the right-of-way, remove unnecessary traffic barricades and signs, secure remaining barricades by "half burial" or "double sandbags".

END OF SECTION

**SECTION 00410 - BID FORM**  
**ITB No. 2022-22**

THIS BID IS SUBMITTED TO:  
City of Doral  
8401 NW 53rd Terrace, Doral, Florida 33166

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Doral in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

- (b) The Bidder, by and through the submission of its bid, agrees that it shall be held responsible for having therefore examined the site, the location and the route of all proposed work, and for having satisfied themselves as to the character of the route, the location, surface and underground obstructions, known or anticipated and all other physical characteristics pertaining to the Project that could be reasonably determined including the nature of the ground and the water table conditions, in order that they may include in the prices bid, whether aggregate sums or unit prices, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstruction which will be encountered in doing the proposed work.
    - (c) The Bidder shall familiarize itself with all codes and regulations applicable to the specific work involved in the Project. They shall fully comply with all requirements of applicable codes and regulations whether indicated in the Contract Drawings and Specifications or not, including any modifications made by the authorities having jurisdiction, "Permitted

Agencies”, over the Contract work during the lifetime of the Contract.

- (d) All information given on the Drawings or in the Contract Documents relating to borings, materials encountered, and ground water, is from the reports of the boring CONTRACTORS. The logs of test borings performed by the City of Doral's boring CONTRACTORS present factual information of the subsurface conditions at the specific test boring location only. The Bidders should not consider, or conclude, that the subsurface conditions will be consistent between test boring locations. All such information was prepared for the information of the City of Doral's Engineers only, and permission to examine the same is extended to bidders for their convenience. In no event is such information, including any shown on the Contract Drawings, to be considered a part of this Contract.
  - (e) The Bidders shall make site surface and subsurface examinations and investigations as they choose in order to determine the character of the material and the construction conditions under which they will work. The Bidder agrees that reasonable steps to discover the particular physical and subsurface soil conditions for this Contract shall include, but not necessarily be limited to, performing its own borings and test holes, interviewing any CONTRACTORS working at or near the site, and interviewing CONTRACTORS who have done similar work in this area and/or similar areas. If requested by the Bidder, the City of Doral will assist it in obtaining permission for exploratory work from the governing authorities having jurisdiction over the work area. Such requests must be made with reasonable advance notice prior to the date set for the opening of bids.
  - (f) The Bidder in preparing its bid should take into consideration that work by other CONTRACTORS may be in progress at or near the site and during the performance of the work to which the bid relates, and that the bidder will be expected, should it be awarded the Contract, to avoid interference with work being done by such other CONTRACTORS.
  - (g) BIDDER has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Plans or Contract Documents and the written resolution thereof by the City is acceptable to BIDDER, prior to responsible bid submittal.
  - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the City.
4. BIDDER understands and agrees that this is a unit rate contract. **The prices submitted on the bid form are to furnish and deliver all of the Work complete in place.** The quantities provided on the form are for the purpose of Bid Evaluation and should be considered estimates only. Contractor's unit prices will not be adjusted to reflect any deviation from the provided quantities. As such the Contractor shall furnish all labor, materials, equipment, tools, supervision, safety measures, and services necessary to provide the stated units of work for the Bid Price of:

| Item  | Description            | Unit | Qty. | Unit Price | Cost |
|-------|------------------------|------|------|------------|------|
| 101-1 | MOBILIZATION           | LS   | 1    |            |      |
| 102-1 | MAINTENANCE OF TRAFFIC | LS   | 1    |            |      |

Sub  
Total: \_\_\_\_\_

**Phase I -NW 57<sup>th</sup> Street (NW 79<sup>th</sup> Avenue-NW 78<sup>th</sup> Avenue)**

| Item       | Description  | Unit | Qty. | Unit Price | Cost |
|------------|--|------|------|------------|------|
| 0104 18    | INLET PROTECTION SYSTEM                                      | EA   | 11   |            |      |
| 160- 4     | TYPE B STABILIZATION   | SY   | 740  |            |      |
| 285-706    | OPTIONAL BASE, BASE GROUP 06                                 | SY   | 740  |            |      |
| 0327 70 1  | MILLING EXIST ASPH PAVT, 1" AVG DEPTH                        | SY   | 927  |            |      |
| 0337 7 82  | ASPHALT CONCRETE FRICTION COURSE,TRAFFIC C, FC-9.5, PG 76-22 | TN   | 92   |            |      |
| 0334 1 53  | SUPERPAVE ASPHALTIC CONCRETE TRAFFIC C, FC-12.5, PG76-22     | TN   | 81   |            |      |
| 0425 1361  | INLETS, CURB, TYPE P-6, <10'                                 | EA   | 1    |            |      |
| 0425 1362  | INLETS, CURB, TYPE P-6, >10'                                 | EA   | 1    |            |      |
| 0425 1561  | INLETS, DT BOT, TYPE F, <10'                                 | EA   | 5    |            |      |
| 0425 1562  | INLETS, DT BOT, TYPE F, >10'                                 | EA   | 4    |            |      |
| 0425 2 72  | MANHOLES, J-7, >10' (5'X5')                                  | EA   | 5    |            |      |
| 0430175115 | PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S/CD                | LF   | 25   |            |      |
| 0430175118 | PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD                | LF   | 220  |            |      |
| 0430175142 | PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD                   | LF   | 181  |            |      |
| 0443 002   | SKIMMERS FOR FRENCH DRAIN OUTLETS                            | EA   | 8    |            |      |



|            |   |    |      |  |  |
|------------|---|----|------|--|--|
| 0443 70 7  | FRENCH DRAIN, 42"   | LF | 365  |  |  |
| 0520 1 10  | CONCRETE CURB & GUTTER, TYPE F  | LF | 26   |  |  |
| 0570 1 2   | PERFORMANCE TURF, SOD   | SY | 0    |  |  |
| 0711 11125 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK  | LF | 16   |  |  |
| 0711 15201 | THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6" | GM | 0.13 |  |  |
| 0711 15231 | THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SKIP, 6"  | GM | 0.02 |  |  |
| 0711 15101 | THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"   | GM | 0.1  |  |  |

**Sub**

**Total:** \_\_\_\_\_

### **Phase II -NW 58<sup>th</sup> Street Outfall**

| Item     | Description   | Unit | Qty. | Unit Price | Cost |
|----------|---|------|------|------------|------|
| 104-0    | STORMWATER POLLUTION PREVENTION (SWPP)                        | LS   | 1    |            |      |
| 110-1-1  | CLEARING AND GRUBBING   | LS   | 1    |            |      |
| 110-4-10 | REMOVAL OF EXISTING CONCRETE                                  | SY   | 133  |            |      |
| 120-6    | EMBANKMENT  | CY   | 173  |            |      |
| 160-4    | TYPE B STABILIZATION  | SY   | 311  |            |      |
| 285-706  | OPTIONAL BASE, BASE GROUP 6                                   | SY   | 11   |            |      |
| 327-70-1 | MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH               | SY   | 2070 |            |      |
| 337-7-82 | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22 | TN   | 133  |            |      |
| 334-1-53 | SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C, PG 76-22             | TN   | 35   |            |      |

|                 |  |    |      |  |  |
|-----------------|--|----|------|--|--|
| 425-2-62        | MANHOLES, P-8, >10'  | EA | 1    |  |  |
| 425-2-92        | MANOLES, J-8, .10' (TRAFFIC RATED GRATES)                            | EA | 1    |  |  |
| 425-2-95        | MANHOLES, J-8, >10',<br>CONTROL STRUCTURES<br>(TRAFFIC RATED GRATES) | EA | 1    |  |  |
| 425-11          | MODIFY EXISTING DRAINAGE<br>STRUCTURE                                | EA | 3    |  |  |
| 425-1369        | INLETS, CURB, TYPE P-6,<br>MODIFY                                    | EA | 1    |  |  |
| 430-174-<br>118 | PIPE CULVERT, OPTIONAL<br>MATERIAL, ROUND 18" SD                     | LF | 100  |  |  |
| 430-174-<br>124 | PIPE CULVERT, OPT MATERIAL,<br>ROUND 24" SD                          | LF | 170  |  |  |
| 430-174-<br>148 | PIPE CULVERT, OPT MATERIAL,<br>RUND 48"                              | LF | 90   |  |  |
| 430-548-<br>100 | STRAIGHT CONCRETE<br>ENDWALLS, 48", SINGLE, 0<br>DEGREES, ROUND      | AS | 1    |  |  |
| 430-880         | FLAP GATE-DRAINAGE (INLINE<br>CHECK VALVE, 48")                      | EA | 1    |  |  |
| 433-1           | CHEMICAL GROUT REPAIR,<br>MANOLE/INLET                               | EA | 4    |  |  |
| 520-1-10        | CONCRETE CURB & GUTTER,<br>TYPE F                                    | LF | 140  |  |  |
| 522-2           | CONCRETE SIDEWALK AND<br>DRIVEWAYS, 6" THICK                         | SY | 92   |  |  |
| 530-3-3         | RIPRAP-RUBBLE, BANK AND<br>SHORE                                     | TN | 31   |  |  |
| 536-1-1         | GUADRAIL-ROADWAY,<br>GENERAL TL-3                                    | LF | 500  |  |  |
| 536-7-3         | SPECIAL GUADRAIL POST-<br>ENCASED POST FOR SHALLOW<br>MOUNT          | EA | 85   |  |  |
| 536-73          | GUADRAIL REMOVAL   | LF | 500  |  |  |
| 550-<br>10220   | FENCING, TYPE b, 5.1-6.0',<br>STABDARD                               | LF | 550  |  |  |
| 570-1-2         | PERFORMANCE TURF, SOD  | SY | 1500 |  |  |
| 102-3           | PAVEMENT MARKING   | LS | 1    |  |  |
| EAC-100         | MIRAFI MIRAMESH<br>GEOSYNTHETIC                                      | LS | 1    |  |  |
| EAC-200         | DIG AND REPLAE EXIST 36" FD,<br>OPTIONAL MATERIAL, ROUND             | LF | 50   |  |  |

|         |  |    |     |  |  |
|---------|--|----|-----|--|--|
| EAC-300 | PIPELINE CCTV & ASSESSMENT,<br>8"-36 (SD/FD) | LF | 500 |  |  |
|---------|--|----|-----|--|--|

**Sub  
Total:** \_\_\_\_\_

**TOTAL BASE BID**

Work to be included for all items:

Furnishing all labor, equipment, materials and any and all costs for the term of the warranty or as deemed necessary by the City, necessary to complete the work per the specifications and as required shall be included in the above bid.

**NOTES TO BIDDERS:**

1. Contractor shall fill the entire bid form; no spaces are to be left blank.
2. The City reserves the right to utilize any combination of the base bid, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and the City's available project budget.
3. The City reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.
4. Contract Time will commence on the date the Notice to Proceed is issued and continue consecutively for a period of one hundred and eighty (180) calendar days. No extension of time will be given unless stated in writing.

**BASE BID:**

\_\_\_\_\_ Dollars  
(Written Total Base Bid Price)

5. BIDDER agrees that the work will be completed as scheduled from the date stipulated in the work orders executed under the terms of this contract.
6. Communications concerning this Bid shall be addressed to:

BIDDER: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Attention: \_\_\_\_\_

7. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

# FORMS / DELIVERABLES

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

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

## **LIST OF ATTACHED FORMS:**

- Disclosure Form
- ITB Reference Survey
- Solicitation Response Form
- 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
- E-Verify Program
- 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 DISCLOSURE FORM**

All business entities ("Vendor") interested in or conducting business with the City of Doral, must complete and return the Conflict-of-Interest Disclosure Form.

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

| <b>Conflict of Interest Disclosure*</b>  |   |
|--|---|
| Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest:<br><br>_____<br><br>_____ | <input type="checkbox"/> Relationship to employee<br><input type="checkbox"/> Interest in vendor's company<br><input type="checkbox"/> Other (please describe below):<br><br>_____<br><br>_____<br><br><input type="checkbox"/> No Conflict of Interest |

*\*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.*

|  |             |   |
|--|-------------|---|
| <b>I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b> |             |   |
|  |             |   |
| <b>Vendor Name</b>   |             | <b>Vendor Phone Number</b>                              |
|  |             |   |
| <b>Signature of Vendor Authorized Representative</b>   | <b>Date</b> | <b>Printed Name of Vendor Authorized Representative</b> |



**CITY OF DORAL PROCUREMENT**  
**ITB REFERENCE SURVEY**  
**ITB. No. 2022-22**  
**NW 58<sup>th</sup> Street Outfall**

|   |   |   |
|---|---|---|
| FROM:   |   | TO: PROCUREMENT MANAGER   |
| COMPANY:  |   | DUE DATE: <b>July 21<sup>st</sup>, 2022</b>   |
| PHONE NO.:  |   | TOTAL #. OF PAGES: 1  |
| FAX NO.   |   | PH. #: 305-593-6725 EXT. 4003 / 4006  |
| EMAIL:  |   | EMAIL: <a href="mailto:procurement@cityofdoral.com">procurement@cityofdoral.com</a> |
| SUBJECT:  | Reference for work completed regarding NW 58 Street Outfall |   |
| <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 style="text-align: center;"><i>❖ The City of Doral desires to retain the services of a qualified and licensed Contractor, or a Certified Engineering Contractor to construct drainage improvements, a 48" Outfall, and canal improvements in the City as shown in the attached construction plan set.</i></p> <p>A complete copy of the solicitation document can be obtained via the City of Doral's Procurement webpage at the link below. <a href="#">City of Doral - Bid Opportunities</a>.</p> |   |   |
| Company you are providing a reference for: _____  |   |   |
|   |   | <b>Indicate: "YES" or "NO"</b>  |
| 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:   |   |   |
| <p>PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:</p> <p>Tanya Donigan – <a href="mailto:Procurement@cityofdoral.com">Procurement@cityofdoral.com</a></p> <p><b>Subject: Reference for ITB No. 2022-22</b></p>   |   |   |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____<br/>Reference Print Name</p> <p>_____<br/>Reference Title</p> </div> <div style="width: 45%;"> <p>_____<br/>Reference Signature</p> </div> </div>   |   |   |

**STATEMENT OF NO RESPONSE**  
**ITB No. 2022-22**

If you are not proposing on this service/commodity, please complete and return this form to City of Doral Procurement at [procurement@cityofdoral.com](mailto: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**  
**ITB No. 2022-22**

**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:**

|                             |                  |                                 |
|-----------------------------|------------------|---------------------------------|
| _____<br>(First, Last Name) | _____<br>(Title) | _____<br>(Contact Phone Number) |
|-----------------------------|------------------|---------------------------------|

|                             |                  |                                 |
|-----------------------------|------------------|---------------------------------|
| _____<br>(First, Last Name) | _____<br>(Title) | _____<br>(Contact Phone Number) |
|-----------------------------|------------------|---------------------------------|

|                             |                  |                                 |
|-----------------------------|------------------|---------------------------------|
| _____<br>(First, Last Name) | _____<br>(Title) | _____<br>(Contact Phone Number) |
|-----------------------------|------------------|---------------------------------|

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

# **BIDDER QUALIFICATION STATEMENT**

## **ITB No. 2022-22**

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 qualifications and experience is required for this project:

- Successful completion, verifiable with references, of at least three (3) roadways widening or roadway reconstruction projects which included stormwater drainage improvements of at least half a million dollars (\$500,000) each in construction costs performed in the last three (3) years.
- Successful completion, verifiable with references, of at least three (3) outfall projects with similar canal improvements for a governmental agency with a total cost of at least seven hundred and fifty thousand (\$750,000) dollars each within the past five (5) years.

Failure to meet these minimum guidelines will be considered an unresponsive submittal and the documents will not be considered.

List projects experience consistent with the requirements stated below (DO NOT RESPOND AS "SEE ATTACHED". YOU MUST FILL THE INFORMATION).

**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   | _____<br>_____<br>_____ |

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   | _____<br>_____<br>_____ |

|                          |                         |
|--------------------------|-------------------------|
| 5. Project Name/Location | _____                   |
| Owner Name               | _____                   |
| Contact Person           | _____                   |
| Contact Telephone No.    | _____                   |
| Email Address:           | _____                   |
| Yearly Budget/Cost       | _____                   |
| Dates of Contract        | From: _____ To: _____   |
| Project Description      | _____<br>_____<br>_____ |

END OF SECTION

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / BIDDER DISCLOSURE)**  
**ITB No. 2022-22**

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:

Full Legal Name

Address

Ownership

|       |       |        |
|-------|-------|--------|
| _____ | _____ | _____% |
| _____ | _____ | _____% |
| _____ | _____ | _____% |

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 \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**NON-COLLUSION AFFIDAVIT**  
**ITB No. 2022-22**

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 the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the  
BIDDER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

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 \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

City of Doral

OR

Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

My commission number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: \_\_\_\_\_



**NO CONTINGENCY AFFIDAVIT**  
**ITB No. 2022-22**

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 \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**  
**ITB No. 2022-22**

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 12101-12213 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, 29 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 \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

City of Doral

OR

Produced Identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**  
**ITB No. 2022-22**

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 \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

# DRUG-FREE WORKPLACE PROGRAM

## ITB No. 2022-22

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

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 \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

## Personally known

OR

Produced Identification

Type of Identification

Notary Public-State of

My commission number:

My commission expires:

---

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**  
**ITB No. 2022-22**

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 within this solicitation document.

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

---

Individual's Signature

---

Date \_\_\_\_\_



## **E-VERIFY PROGRAM**

**Employment Eligibility Verification:** (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

### **ARTICLE 1 – Declaration**

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-verify.gov/>.
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222- 54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

### **48 CFR 52.222-54**

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

---

Company Name

---

Respondent Name (Printed)

---

Respondent Signature

---

Date Signed

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

I have read and understand the terms set forth under section 8.7 of this document titled 'Cone of Silence'.

---

Individual's Signature

---

Date \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

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**RESPONDENT'S CERTIFICATION**  
**ITB No. 2022-22**

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 \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

My commission number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: \_\_\_\_\_

**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**

Prime Contract To the City of Doral,

We \_\_\_\_\_, hereby acknowledge and  
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **ITB No. 2022-22 – NW 58<sup>th</sup> Street Outfall** 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

## **SECTION 00420 – AWARD FOR IDENTICAL TIE BIDS**

Identical tie bids shall be awarded by the City based on technical qualifications of the similar scope and budget. The City will select the Firm who demonstrates the most relevant work experience required for the Project based on previous work performed, similar projects completed, professional and consultant grades within the last five years.

In the event of a Tie Bid, the bidder that has completed the most projects of similar scope and budget, will be the bidder recommended for award.

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

\_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**END OF SECTION**

## SECTION 00432 - BID BOND

STATE OF )

) SS:

COUNTY OF )

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety, are held firmly bound unto  
the City of Doral, a municipal corporation of the State of Florida in the sum of  
\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), lawful money of the United States, for the payment of which  
sum and truly to be made, we bind ourselves, our heirs, executors, administrators and successors  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the  
accompanying Bid dated, \_\_\_\_\_, 20\_\_\_\_ for: \_\_\_\_\_.

WHEREAS, it was a condition precedent to the submission of said Bid that a or Bid Bond in the  
amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the  
BIDDER would, if awarded the Contract, enter into a written Contract with the City for the  
performance of said Contract, within ten (10) consecutive calendar days after written notice having  
been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10)  
consecutive calendar days after written notice of such acceptance, enters into a written Contract with  
the City of Doral and furnishes the Performance and Payment Bonds, satisfactory to the City, each  
in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required  
Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be  
due and payable to the City of Doral and the Surety herein agrees to pay said sum immediately, upon  
demand of the City, in good and lawful money of the United States of America, as liquidated damages  
for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several  
seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and the corporate seal of  
each corporate party being hereto affixed, and these presents being duly signed by its undersigned  
representative.

IN PRESENCE OF:

City of Doral

\_\_\_\_\_  
(Individual or Partnership Principal)

\_\_\_\_\_  
(Business Name) (SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

ATTEST:

\_\_\_\_\_

(Corporate Surety)\*

By:

\*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

### ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS in my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned)

☐ Personally known to me, or

☐ Personally identification:

\_\_\_\_\_  
(Type of Identification Produced)

☐ Did take an oath, or

☐ Did NOT take an oath,

OPTIONAL INFORMATION:

Type of Document \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Number of Signatures Notarized: \_\_\_\_\_

**END OF SECTION**

## SECTION 00434 - LIST OF PROPOSED SUBCONTRACTORS

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

CLASSIFICATION  
LICENSE #

SUBCONTRACTOR NAME, ADDRESS OF WORK AND

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If, prior to Notice of the Award, the City or the Contractor has reasonable objection to and refuses to accept any Contractor, Supplier, person or organization listed, the BIDDER may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

END OF SECTION



## **SECTION 00456 - PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Contractor under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

## **CONFLICTS OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate, or agent who is also an officer or employee of the City of Doral or its' agencies.

## SECTION 00500 - CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the City of Doral (hereinafter called the "CITY") and \_\_\_\_\_ (hereinafter called "CONTRACTOR") located at: \_\_\_\_\_.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 2 – WORK**

**1.1** Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following: The Project consists of **NW 58 Street Outfall**, all in accordance with the construction drawings.

### **ARTICLE 3 – CITY’S REPRESENTATIVE, ARCHITECT AND ENGINEER**

**3.1** It is understood that the CITY will designate a representative for the Work. The CITY’S REPRESENTATIVE referred to in any of the Contract Documents designated herein is **Carlos Arroyo, Public Works Director**, at City of Doral Government Center, 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166.

**3.2** The CITY’s ARCHITECT referred to in any of the Contract Documents designated herein is \_\_\_\_\_ N/A \_\_\_\_\_, \_\_\_\_\_ N/A \_\_\_\_\_.

**3.3** The CITY’s ENGINEER referred to in any of the Contract Documents designated herein is **Michael Adeife, P.E., EAC Consulting, Inc.**, 5959 Blue Lagoon Drive, Suite 410, Miami, FL 33126.

### **ARTICLE 4 – TERM**

**4.1** Contract Times. The Work shall be completed and ready for final payment in accordance with the Contract Documents within ***one hundred and eighty (180) calendar days*** after the date specified in the Notice to Proceed ("Final Completion").

**4.2** Term. This Contract shall not be effective until it is fully executed between the CITY and the CONTRACTOR. The term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00710 – General Conditions, Article 12, Suspension of Work and Termination.

**4.3** Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00710 – General Conditions, Article 13, Contractor’s General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

**4.4** Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in

accordance with the General Conditions. The CONTRACTOR also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY **\$1,690.00** for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Final Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY **\$1,690.00** for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

#### **8-10 Liquidated Damages for Failure to Complete the Work.**

**8-10.2 Amount of Liquidated Damages:** Applicable liquidated damages are the amounts established in the following schedule:

| <u>Original Contract Amount 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                      |
| <b>\$500,000 but less than \$2,500,000.....</b>               | <b>\$1,690</b>               |
| \$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)      |                              |

**4.5** Should the Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any other liquidated damages, all actual additional costs or losses incurred by the CITY including, but not limited to, completion contractor services, financing, professional services, unrealized revenue, will be the responsibility of the CONTRACTOR.

**4.6** Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged the CONTRACTOR shall be liable for said amount.

## **ARTICLE 5 – CONTRACT PRICE**

**5.1** CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article. The CONTRACTOR shall provide the Work at a not to exceed amount of

\$ \_\_\_\_\_,

**(which includes a 10% contingency  
for any unforeseen conditions) .**  
(Written Amount)

**5.1.1** For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form Section 00410. Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

**5.2** The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

## **ARTICLE 6 – PAYMENT PROCEDURES**

**6.1** CONTRACTOR shall submit Applications for Payment in accordance with the Section 00710 - General Conditions, Article 11, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.

**6.2** Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

**5.2.1** No progress payment shall be made until CONTRACTOR delivers to the CITY a completed original partial releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a City of Doral Release of lien Form (Exhibit E), and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date. CONTRACTOR shall also provide a partial release of lien as Prime CONTRACTOR utilizing City of Doral Form (Exhibit D). CONTRACTOR shall also include red-line as-builts and an updated progress schedule.

**6.3** The CONTRACTOR agrees that five percent (5%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final

Payment, as defined in Section 00710 - General Conditions, Article 11, Payments to Contractor and Completion.

**6.3.1** Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

**6.4** The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

**6.5** The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the CITY complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a City of Doral Release of lien Form (Exhibit J), and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR shall also provide a final release of lien as Prime CONTRACTOR utilizing City of Doral Form (Exhibit I). The CONTRACTOR may, if any Subcontractor, materialmen, supplier, or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to CITY to defend and indemnify CITY and any other property Owner, person or entity CITY may be required to indemnify against any lien or claim.

**6.6** Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, CITY shall pay the remainder of the Contract Price and any retainage as recommended by the CITY'S REPRESENTATIVE.

## **ARTICLE 7 – INSURANCE/INDEMNIFICATION.**

Insurance. The CONTRACTOR shall secure, maintain, and provide throughout the duration of this Contract, insurance certificates in accordance to Exhibit A. The City reserves the right to amend insurance requirements in connection with this project. Indemnification. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, it's elected officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents, or applicable sections in the agreement.

To the fullest extent permitted by law, the City's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the City's sovereign immunity.

## **ARTICLE 6.1 - CONTRACTOR'S REPRESENTATIONS.**

**7.1** In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

**7.2** CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including “technical data.”

**7.3** CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

**7.4** CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

**7.5** CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

**7.6** The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

**7.7** The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

**7.8** The CONTRACTOR has given the CITY’S REPRESENTATIVE written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY’S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**7.9** The CONTRACTOR warrants the following:

**7.9.1** Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

**7.9.2 Anti-Kickback:** The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

**7.9.3 Licensing and Permits:** The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

**7.9.4 Public Entity Crime Statement:** The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Section 00456, of the Instructions to Bidders.

## **ARTICLE 8 – CONTRACT DOCUMENTS.**

**8.1** The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors, and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

**8.1.1** Change Orders.

**8.1.2** Field Orders.

**8.1.3** Contract for Construction.

**8.1.4** Exhibits to this Contract.

**8.1.5** Supplementary Conditions.

**8.1.6** General Conditions.

**8.1.7** Any federal, state, county or city permits for the Project

**8.1.8** Specifications bearing the title: *N.W. 58<sup>th</sup> Street Outfall*.

**8.1.9** Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: *Sub Basin H5- NW 58 Street Canal and Outfall Improvements*.

**8.1.10** Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed.

**8.1.11** Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.

- 8.1.12** The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.1.13** There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
- 8.1.14** The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.
- 8.1.15** The General Conditions discuss the bond and surety requirements of the CITY. This Contract does [x], does not [ ] require bonds. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

## **ARTICLE 9 – MISCELLANEOUS.**

- 9.1** Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders also apply to this Contract.
- 9.2** Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3** CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4** Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.
- 9.5** Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply.





FOR CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9.11 WAIVER OF JURY TRIAL AND VENUE.** The CITY and CONTRACTOR knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be in Miami-Dade County, Florida.

**9.12 Attorneys' Fees.** If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees at the trial and appellate level.

**9.13 Amendments.** This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as Exhibit "B".

**9.14** CONTRACTOR shall comply with the provisions of HUD CDBG-MIT included in Section 00010 (Attachments) of this document.

**9.15 IN WITNESS WHEREOF,** the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF DORAL, FLORIDA, signing by and through its City Manager, authorized to execute same by Council action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and by \_\_\_\_\_(Contractor), signing by and through its \_\_\_\_\_, duly authorized to execute same.

WITNESS

CONTRACTOR

By:\_\_\_\_\_  
(Signature and Corporate Seal)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST

CITY OF DORAL

\_\_\_\_\_  
Connie Diaz, City Clerk

\_\_\_\_\_  
Hernan M. Organvidez, Acting City Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE CITY OF DORAL ONLY:

\_\_\_\_\_  
Luis, Figueredo, ESQ.  
City Attorney

*(\*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.*

**CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of \_\_\_\_\_, who signed the Bid with the City of Doral, Miami-Dade County, Florida, for the project titled \_\_\_\_\_, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

|             |              |         |
|-------------|--------------|---------|
| (Signature) | (Typed Name) | (Title) |
|-------------|--------------|---------|

|             |              |         |
|-------------|--------------|---------|
| (Signature) | (Typed Name) | (Title) |
|-------------|--------------|---------|

|             |              |         |
|-------------|--------------|---------|
| (Signature) | (Typed Name) | (Title) |
|-------------|--------------|---------|

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name and Title

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

## SECTION 00510 – NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: City of Doral ***ITB No. 2022-22 - NW 58 Street Outfall*** in accordance with Contract Documents as prepared by the City

and

The City has considered the Bid submitted by you for the above-described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the City of Doral ***ITB No. 2022-22 - NW 58 Street Outfall*** in a not to exceed amount of

\$\_\_\_\_\_Dollars.

You are required by the instruction to BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificated of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said City will be entitled to, revoke the award, and retain the Bid Security.

By: \_\_\_\_\_

Title: Acting City Manager

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

You are required to return an acknowledged copy of this Notice of Award to the City.

END OF SECTION

## SECTION 00550 – NOTICE TO PROCEED

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

PROJECT DESCRIPTION: **ITB No. 2022-22 - NW 58 Street Outfall**, in accordance with Contract Documents as prepared by the City of Doral.

Site Number/Name: \_\_\_\_\_

Site Location: \_\_\_\_\_

You are hereby notified to commence all the work that conforms to the scope of work in accordance with the Contract Agreement dated \_\_\_\_\_. This work is to be completed in \_\_\_\_\_ calendar days, on or before \_\_\_\_\_, 20\_\_\_\_, with both parties being in total and full agreement or the Contractor shall be subject to the liquidated damages clauses of the Agreement. The cost to perform the scope of work in accordance with the Agreement shall not exceed \$\_\_\_\_\_.

City of Doral

By: \_\_\_\_\_

Title: Acting City Manager

**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the above NOTICE TO PROCEED is hereby acknowledge by \_\_\_\_\_,

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

END OF SECTION



## SECTION 00560 – PRECONSTRUCTION CONFERENCE

- A. After the award of Contract and prior to the issuance of the "Notice to Proceed", a preconstruction conference will be held with representatives from the CONTRACTOR, CEI Team, Engineering Team, City of Doral, various utility companies, and other stakeholders, for the purpose of coordinating the Work. The City will discuss requirements of such matters as project supervision and inspections, progress schedules and reports, Contract Change Orders, insurance, safety, and other items pertinent to the Project. The time and place of the meeting shall be set by the City's project manager.
- B. In some cases, the preconstruction conference may be held after the start work date stated in the written "Notice to Proceed". This may be due to difficulty with coordination of all parties concerned, or other similar reasons.
- C. Such delays in holding the preconstruction meeting shall not relieve the CONTRACTOR of any responsibilities hereunder and will not be an acceptable reason for him to request additional work completion time beyond that provided since he will be able to begin obtaining permits, mobilizing his equipment and forces, preparing submittals, ordering materials, performing minor work, or other work if approved by the Engineer, during the Acting period.
- D. Prior to the preconstruction conference, the CONTRACTOR shall prepare the construction schedule and provide copies of the same to others in attendance.
- E. The construction schedule shall include the place of beginning, the proposed order of progression, together with the estimated times for beginning and completing the various items of work. In addition, the CONTRACTOR shall prepare on electronic media, a critical path method (CPM) with emphasis made to "construction time and completion", Early/Late Start, Early/Late Finish, and clearly present Float Time as associated with activity and project duration with no activity duration longer than 4 calendar weeks unless approved by the Engineer.
- F. The City shall discuss requirements of such matters as description of project, Contract important dates, project contact information, permitting, site and location access, utility coordination, maintenance of traffic (MOT), review of plans and special requirements, testing requirements, erosion control, project supervision and inspections, progress schedules and reports, Contract Change Orders, insurance, safety, special provisions, warranty, and other items pertinent to the Project.
- G. All parties to this conference shall be prepared to discuss any problems anticipated with the execution of the Work under this Contract.
- H. CONTRACTOR will be presented with a link to the copy of the preconstruction power point and a hard copy for his/her execution.
- I. Submittals:
  - a. The following submittals will be required from the CONTRACTOR at Preconstruction Conference

- i. Construction Schedule
- ii. Pre-Construction photos and video
- iii. Chain of Authority letter
- iv. Hurricane Preparedness Plan (Site Specific)
- v. Emergency Contact Information letter
- vi. Competent Person Information letter
- vii. Labor Burden Declaration letter (Exhibit K) from CPA

## SECTION 00600 - BONDS AND CERTIFICATES

### SECTION 00612 – FORM OF PAYMENT BOND

KNOW ALL MEN BY THESES PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_, as  
Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of  
\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind  
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB No. 2022-22,  
awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the City of Doral for **NW 58**  
**Street Outfall**, in accordance with specification prepared by the City of Doral which Contract is by  
reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions, or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payment to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials, and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
  - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

2.3 No action for the labor, materials, or supplies may be instituted against Contractor of the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.

2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance of noncompliance with any formalities connected with the Contractor of the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_

(Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_  
(Type Name and Title signed above)

WITNESS:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
Secretary

By:

\_\_\_\_\_  
(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By:

\_\_\_\_\_  
\*Agent and Attorney-in-fact

Address:

(Street)

(City/State/Zip Code)

Telephone No.:

( )

\* (Power of Attorney must be attached)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

And official seal

\_\_\_\_\_  
Notary Public, State of

\_\_\_\_\_  
Printed, typed, or stamped name of Notary Public exactly as commissioned

☐ Personally, known to me, or

☐ Personally identification:

\_\_\_\_\_  
(Type of Identification Produced)

☐ Did take an oath, or

☐ Did NOT take an oath

## SECTION 00614 - FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESES PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_, as  
Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of  
\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) for the payment whereof, Contractor and Surety bind  
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **ITB No. 2022-22**,  
awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the City of Doral for **ITB No. 2022-22 - NW 58 Street Outfall**, in accordance with drawings (plans) and specification prepared by  
the City of Doral which Contract is by reference made a part hereof, and is hereafter referred to as  
the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for **NW 58 Street Outfall**, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions, or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceeding, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR** from the final acceptance notice.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

4.1 Complete the Contract in accordance with its terms and conditions; or

4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and

conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progress (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price" as used in this paragraph, shall mean that total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contractor of the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS: \_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
Secretary (Signature and Title)

(CORPORATE SEAL)

\_\_\_\_\_  
(Type Name & Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: \_\_\_\_\_  
\*Agent and Attorney-in-fact

Address: \_\_\_\_\_  
(Street) \_\_\_\_\_  
(City/State/Zip Code) \_\_\_\_\_  
Telephone No.: (     ) \_\_\_\_\_

\* (Power of Attorney must be attached)

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned  
Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by  
\_\_\_\_\_ (name of corporate officer), \_\_\_\_\_  
(title), of \_\_\_\_\_ (name of Corporation), a (state of corporation)  
corporation, on behalf of the corporation.

WITNESS my hand  
And official seal

\_\_\_\_\_  
Notary Public, State of

\_\_\_\_\_  
Printed, typed, or stamped name of Notary  
Public exactly as commissioned

- ☐ Personally, known to me, or  
☐ Personally identification:

\_\_\_\_\_  
(Type of Identification Produced)

- ☐ Did take an oath, or  
☐ Did NOT take an oath

Bonded by: \_\_\_\_\_



## **SECTION 00710 – GENERAL CONDITIONS**

### **ARTICLE I – DEFINITIONS**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: By the CITY of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the CITY and the CONTRACTOR covering the Work to be performed, which includes the Contract Documents.

Addenda: Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Application for Payment: The form furnished by the CITY which is to be used by the CONTRACTOR in requesting progress payments.

Approved: Means approved by the CITY.

Bid: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for Work.

Bonds: Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the CONTRACTOR signed by the CITY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CITY: City of Doral, 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166.

Contract Documents: Contract Documents shall include Instruction to BIDDERS, CONTRACTOR's Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgement of Conformance with the City of Doral.

Contract Price: The total moneys payable to the CONTRACTOR under the Contract

Documents.

Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the City's governing body.

CONTRACTOR: The person, firm or corporation with whom the CITY has executed the Agreement.

CONSULTANT: The person, firm or corporation that is an authorized representative of the City of Doral.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the CONSULTANT and are referred to in the Contract Documents.

Field Order: A written order issued by the CITY which clarified or interprets the Contract Documents in accordance with Paragraph 9.2 or orders minor changes in the Work in accordance with Paragraph 10.2.

Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the CITY in accordance with Paragraph 9.2 or (d) a written order for minor change or alteration in the Work issued by the CITY pursuant to Paragraph 10.2. A modification may only be issued after execution of the Agreement.

Notice of Award: A written notice given by the CITY to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform their obligations under the Contract Documents.

Project: The entire Project to be performed as provided in the Contract Documents.

Construction Observer: An authorized representative of the CITY assigned to observe the Work performed and materials furnished by the CONTRACTOR, or such other person as may be appointed by the CITY as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor, and which illustrate the equipment, material or some portion of the work and

as required by the Contracts Documents.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Subcontractor: An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The date as certified by the CITY when the construction of the Project or a certified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes which it was intended; or if there be no such certification, the date when final payment is due.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the CONTRACTOR, and which engages to be responsible for the CONTRACTOR and their acceptance performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the CITY under this Contract shall be delivered to the CITY.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **Award:**

**2.1** The CITY reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the CITY to the lowest responsive and responsible BIDDER; after the CITY performs all necessary searches, inquiries, exploration, and analysis of the bids. No Notice of Award will be given until the CITY has conducted any investigation(s) as they deem

necessary to establish the BIDDER's capability to perform the services as described in this CONTRACT, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the CITY's established standards, as well as the financial capability of the BIDDER to perform the Work in accordance with the Contract Documents to the satisfaction of the CITY within the time prescribed. The CITY reserves the right to reject the Bid of any BIDDER on the basis of these queries and investigations and who does not meet the CITY's satisfaction, even though the firm may possibly be the apparent lowest bidder. In analyzing Bids, the CITY will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform the manufacturing and installation of roadway directional signage to CITY standards; and alternate and unit prices if requested by the Bid form. If the Contract is awarded, the CITY will issue the Notice of Award and give the successful BIDDER a Contract for execution within ten (10) days after Bid award. The CITY specifically reserves the right to award the Contract to a bidder who is not necessarily the lowest bidder on the basis of the results of these queries and investigation(s).

**2.1.1 Protest Procedures:**

Protest of solicitations. Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the city clerk within five business days prior to the date set for opening of bids or receipt of proposals.

Protest of award. Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

Filing fee. Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

Authority to resolve protests. The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then

either resolve the protest or reject all proposals. The decision shall be sent to the city council. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city council for approval or disapproval thereof.

Execution of Agreement:

**2.2** At least three counterparts of the Agreement, the Performance and Payment Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by the CONTRACTOR to the CITY within ten (10) calendar days of receipt of the Notice of Award.

Forfeiture of Bid Security/Performance and Payment Bond:

**2.3** Within ten (10) calendar days of being notified of the Award, the CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached.

**2.3.1** Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to the CITY the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, of Subcontractors employed pursuant to this Project. Each Bond shall be with a Surety company meeting the qualifications of Sections 2.3.4, 2.3.5, and 2.3.6.

**2.3.2** Each Bond shall continue in effect for one and one half (1 ½) years after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum. The Performance Bond shall be conditioned that the CONTRACTOR will, upon notification by the CITY, correct any defective or faulty Work or materials which appear within one (1) year after final completion of the Contract.

**2.3.3** Pursuant to the requirements of Section 255.05(1), Florida Statutes, the CONTRACTOR shall ensure that the Bond(s) referenced above shall be recorded in the public records of Dade County and Provide the CITY with evidence of such recording.

**2.3.4** Each Bond must be executed by a surety company authorized to do business in the State of Florida as a surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

**2.3.5** The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current Revisions.

**2.3.6** The CITY will accept a surety bond from a company with a rating of A- or

better.

**2.3.7** Failure of the successful BIDDER to execute and deliver the Agreement and deliver the required bonds and Insurance Certificates as stipulated in paragraph 2.2 shall be cause for the CITY to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representation:

**2.4** The CONTRACTOR represents that they have familiarized themselves with and assumes full responsibility for having familiarized themselves with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work and represents that they have correlated their study and observations with the requirements of the Contract Documents. The CONTRACTOR also represents that they have studied all surveys and investigations reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as they deem necessary for the performance of the Work in the Contract Documents and that they have correlated the results of all such data with the requirements of the Contract Documents.

Commencement of Contract Time:

**2.5** The Contract Time will start on the date the Notice to Proceed is issued and shall be completed and ready for final payment in accordance with the Contract Documents within ***ninety (90) calendar days*** after the date specified in the Notice to Proceed ("Final Completion"). No extension of time will be given unless stated in writing.

Starting the Project:

**2.6** The CONTRACTOR shall start to perform their obligations under the Contract Documents on the date stipulated in the Notice to Proceed (NTP) for each site. No Work shall be done at the site prior to the date on which the NTP commences to run, except with the written consent of the CITY. No work will be done on Saturday without written consent of the CITY or after the end of a normal business day unless prior approval is given by the CITY in writing. No work shall be permitted on Sundays or on national holidays.

Before Starting Contract:

**2.7** Before undertaking each part of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements which shall be approximate. The CONTRACTOR shall field verify utility locations and notify the CITY of any conflicts so that the conflict is avoided prior to beginning of construction. Any modifications to the proposed work, once construction has begun, will be at no cost to the CITY.

Schedule of Completion:

**2.8** Within five (5) days after delivery of the Notice to Proceed, the CONTRACTOR will submit to the City, a Schedule defining hours and/or days required to complete each section of

work as outlined.

**2.9** Within five (5) days after delivery of the executed Agreement by the CITY to the CONTRACTOR, but before starting the Work, a preconstruction conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the CITY representative, and the CONTRACTOR.

Liquidated Damages:

**2.10** Upon failure of the CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) the CONTRACTOR shall pay to the CITY the sum of **ONE THOUSAND SIX HUNDRED NINETY DOLLARS AND 00/100 (\$1,690.00)** for each calendar day that the completion of the Work is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The CITY shall have the right to deduct from and retain out moneys which may be then due, or which may become due and payable to the CONTRACTOR, the amount of such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

**8-10 Liquidated Damages for Failure to Complete the Work.**

**8-10.2 Amount of Liquidated Damages:** Applicable liquidated damages are the amounts established in the following schedule:

| Original Contract Amount Daily Charge Per Calendar Day |  |
|--|--|
| \$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  |
| <b>\$500,000 but less than \$2,500,000.....</b>        | <b>\$1,690</b>   |
| \$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<br>amount over \$20 million (Round to nearest whole dollar) |

**ARTICLE 3 – CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS**

**3.1** It is the intent of the Specifications to describe a complete Project to be delivered in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the CITY and the CONTRACTOR. They may be altered only by a

Modification.

**3.2** The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, they shall call it to the City's attention in writing at once and before proceeding with the Work affected thereby; however, they shall not be liable to CITY or CONTRACTOR for their failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error, or discrepancy, as follows: Change Orders, Supplemental General Conditions, Agreement Modifications, Addenda, Special Conditions, Instructions to BIDDERS, General Conditions, Specifications and Drawings. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

**3.3** The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

**3.4** Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished, and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the CITY before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

**3.5** The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the trade.

#### **ARTICLE 4 – AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS**

##### **Availability of Lands:**

**4.1** The CITY will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designed for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY unless otherwise specified in the Contract Documents.

#### **ARTICLE 5 – INSURANCE**

**5.1** The CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by City (or for such duration



as is otherwise specified hereinafter), the insurance coverage set forth: in Exhibit A titled Insurance Requirements.

**5.2** The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the CITY in Section 5.1.

Cancellation and Re-Insurance:

**5.3** If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

**5.4** All deductibles must be declared by the CONTRACTOR and must be approved by the CITY. At the option of the CITY, either the CONTRACTOR shall eliminate or reduce such deductible, or the CONTRACTOR shall procure a Bond, in a form satisfactory to the CITY, covering the same. The contractor is responsible for any and all deductibles, if applicable, following a loss.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

Concerning Subcontractors:

**6.1** The CONTRACTOR will not employ any Subcontractor, against whom the CITY may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the CITY, unless the CITY determines that there is good cause for doing so.

**6.2** The CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between CITY and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY to pay or to see to payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by law. CITY may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specified Work done in accordance with the schedule values.

**6.3** The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work performed by any specific trade.

**6.4** The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable

terms and conditions of the Contract Documents for the benefit of the CITY.

**6.4.1** CONTRACTOR shall provide a list of each Subcontractor whom which they are in sub-contract with. Requested information as follows:

- a) Subcontractor Firm name
- b) Subcontractor address and contact information

**6.5** All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

**6.6** The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors, materials, and men engaged upon their Work.

**6.6.1** The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors and give the CONTRACTOR the same power as regards to terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of the Contract Documents.

**6.6.2** The CITY will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.

**6.6.3** If in the opinion of the CITY, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the CONTRACTOR when directed by the CITY in writing.

Laws and Regulations:

**6.7** The CONTRACTOR will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the CITY prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the CITY, they will bear all costs arising wherefrom; however, it shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

**6.8** Cost of all applicable sales consumers, use, and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Safety and Protection:

**6.9** The 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:

- 6.9.1** All employees and other persons who may be affected thereby; and
- 6.9.2** All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and
- 6.9.3** 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.

**6.10** The CONTRACTOR will designate an OSHA Certified “Competent Person” at the site whose duty shall be the prevention of accidents.

**6.10.1** 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.
- 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

#### Emergencies:

**6.11** In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will give the CITY prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefore as provided in articles 11 and 12.

- 6.12** The CONTRACTOR will also submit to the CITY for review, with such promptness as to cause no delay in Work, all samples and photographs required by the Contract Documents. All samples and photographs will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers, and the use for which intended.
- 6.13** At the time of each submission, the CONTRACTOR will in writing call the CITY'S attention to any deviations that the Photographs or sample may have from the requirements of the Contract Documents.
- 6.14** The CITY will review with responsible promptness Photographs and Samples, but their review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The CONTRACTOR will make any corrections required by the CITY and will return the required number of corrected copies of Photographs and resubmit new samples until the review is satisfactory to the CITY.
- 6.15** No Work requiring a Photograph or sample submission shall be commenced until the submission has been reviewed by the CITY. A copy of each Photograph and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CITY.
- 6.16** The CITY'S review of Photographs or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the CITY's attention to each deviation at the time of submission and the CITY has given written approval to the specific deviation, nor shall any review by the CITY relieve the CONTRACTOR from responsibility for supplying the plant material as specified.

Public Convenience and Safety:

- 6.17** The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Proper Maintenance of Traffic (MOT) devices shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. The MOT shall be designed as outlined in the latest and most current editions of the **MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES and ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600**. At any time that streets are required to be closed or blocked, the CONTRACTOR shall notify law enforcement agencies before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Indemnification:

- 6.18** In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable

consideration, the CONTRACTOR shall indemnify, defend and save harmless the CITY, its elected officers, agents, volunteers, and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the construction of this Project, or by or in consequence of any negligence by or on account of any act or omission of the said CONTRACTOR or his Subcontractor, agents, servants or employees. The CONTRACTOR will indemnify, defend and hold harmless the CITY, its elected officers, and their agents, volunteers, or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that CONTRACTOR shall indemnify, defend and hold harmless CITY, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement: "To the fullest extent permitted by law, the City of Doral's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

- 6.19** In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY shall defend such action or proceeding by counsel satisfactory to CITY. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against CITY, excluding only those which allege that the injuries arose out of the sole negligence of CITY, which may result from the operations and activities under this Contract whether the construction operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.

- 6.20** The obligations of the CONTRACTOR under Article 6 shall not extend to the liability of the CITY, their agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the CITY, their agents or employees provided such giving of failure to give is the primary cause of injury or damage. These indemnification provisions shall survive the term of this Contract.

## **ARTICLE 7 – CITY’S RESPONSIBILITIES**

**7.1** The CITY will issue all communications to the CONTRACTOR.

- 7.1.1** The Field Representative and/or Architect/ Engineer will administer the Contract and the orders of the Owner are to be given through the Field Representative and/ or Architect/ Engineer. The Field Representative and/ or Architect/ Engineer shall determine the amount and quality of several kinds of work performed and materials furnished which are to be paid for under the Contract.
- 7.1.2** The Field Representative will observe the CONTRACTOR’s work for compliance with the Contract Documents. Such observation Shall extend to all or any part of the work done and to the preparation, fabrication, or manufacture of the material to be used.
- 7.1.3** Upon discovery, the Field Representative shall call the CONTRACTOR’s attention to the faulty workmanship or defective materials and shall reject work and materials not conforming to the requirements of the Contract Documents.
- 7.1.4** When Any work in progress or completed is not Contract Documents, the Field Representative order the CONTRACTOR to shut down that portion of the work affected until the affected work is corrected to the satisfaction of the Field Representative. The Field Representative shall confirm this later in writing as soon as practicable, detailing the reasons for the shutdown. Work performed in violation of the Field Representatives order to shut down will not be accepted or paid for.
- 7.1.5** The Field Representative is not authorized to revolt, alter, or waive any requirements of the contract. The Field Representative will negotiate and act on behalf of the Owner to the authorized limits of his authority as specified in the Contract Documents.
- 7.1.6** Whenever the CONTRACTOR intends to build, assemble, or perform any portions of the work away from the site, the CONTRACTOR shall promptly notify the Field Representative of such intentions, including where and why no such work is to be performed before such work starts. The CONTRACTOR shall also make arrangements for access thereto by the Field

Representative and/or the Architect/ Engineer so that the aforementioned portions of the work may be inspected as needed.

**7.1.7** The fact that the Field Representative has not made early discovery of materials furnished or work performed does not meet the requirements of the Contract Documents, shall not bar the Field Representative from subsequently rejecting said materials or work and does not relieve the CONTRACTOR of his responsibility to meet the requirements of the Contract Documents.

**7.1.8** The Field Representative shall not act as a foreman or perform other duties for the CONTRACTOR, nor interfere with the management of the work by the CONTRACTOR.

**7.1.9** The administration, observation of the work, and actions by the Field Representative, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of means and the methods employed by the CONTRACTOR or his Subcontractors and shall not relieve the CONTRACTOR from any of his responsibilities or obligations under the contract; the CONTRACTOR shall not request or attempt to require the Field Representative to undertake such supervisor control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the CONTRACTOR from such responsibilities or obligations.

**7.1.10** The Field Representative shall decide all questions relating to the rights of different prime CONTRACTORS on the project or site.

**7.1.11** All materials and each part or detail of the work shall be subject to observation by the Field Representative and/ or the Architect/ Engineer. The Architect/ Engineer and the Field Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required.

**7.2** If the CONTRACTOR is notified by the Owner to correct defective or nonconforming work, and the CONTRACTOR fails to promptly proceed with corrective action in a reasonable time, the Owner may, upon written notice, accomplished the redesign, repair, rework or replacement of nonconforming work by the most expeditious means available and back charge the CONTRACTOR for the cost incurred. The cost of back charge work shall include all reasonable costs associated with the corrective action.

**7.2.1** The Owner shall separately invoice or deduct from payments, otherwise due to the CONTRACTOR, the costs as provided herein. The Owner's right to back charge is in addition to any for all other rights and remedies provided in this contract, or by law. The performance of back to hard work, on behalf of the Owner, shall not relieve the CONTRACTOR of any of its responsibilities under this contract including but not limited to express or implied warranties,

specified standards of quality, contractual liabilities and indemnification, and the Contract Time.

In cases of termination of employment of the CONTRACTOR, the CITY will appoint a CONTRACTOR, whose status under the Contract Documents shall be that of the former CONTRACTOR.

**7.2.2** The CITY will furnish the data required of them under the Contract Documents promptly.

- a) Unless otherwise specified or excluded elsewhere in the Contract Documents, the records of boring, test excavations and other subsurface investigations, if any, are offered as information only and solely for the convenience of the CONTRACTOR. The City of Doral does not warrant or guarantee either that said records are complete or that the said records will disclose the actual subsurface conditions. The interpretation of the record and the conclusions drawn there from as to the actual existence of surface conditions are the sole responsibility of the CONTRACTOR.

Any estimates of quantities of work or materials, based on set borings, test excavations and other subsurface investigations are not warranted by the Owner to indicate the true conditions or distribution of quantities unless the CONTRACTOR is expressly directed to rely on such information to prepare and submit his Bid.

**7.3** The CITY's duties in respect to providing lands and easements are set forth in Article 4.

**7.4** The City will maintain project records for a minimum of five (5) years from date of final payment (in accordance with provisions of 2 CFR 200.333).

## **ARTICLE 8 – CITY'S STATUS DURING CONSTRUCTION**

### **Measurements of Quantities:**

**8.1** All Work completed under the Contract will be measured by the CITY according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured. **Payment for all cubic yard (CY) items will be made based on an in place compacted volume basis** as determined from cross-sections as built or survey.

### **Rejecting Defective Work:**

**8.2** The CITY will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty, or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Special Condition, or has been damaged prior to final acceptance) at CONTRACTOR's expense.

### **Shop Drawings, Change Orders and Payments:**

**8.3** In connection with the CITY's responsibility as to Shop Drawings and samples, see



paragraphs 6.12 through 6.16, inclusive.

**8.4** In connection with the CITY'S responsibility for Change Orders, see Articles 9 and 10.

**8.5** In connection with the CITY'S responsibilities in respect of Application of Payment, etc., see Article 11.

**Decisions on Disagreements:**

**8.6** The CITY will be the initial interpreter of the Construction Drawings and Technical Specifications.

**Limitations on Consultant's Responsibilities:**

**8.7** The CITY will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto.

**8.8** The CITY will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their or their agents or employees, or any other person performing any of the Work.

**ARTICLE 9 – CHANGES IN THE WORK**

**9.1** Without invalidating the Agreement, the CITY may, at any time or from time to time, order additions, deletions, or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates their agreement therewith.

**9.2** The CITY may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the CITY entitles them to an increase in the Contract Price or extension of Contract Time, they may make a claim therefore as provided in Articles 11 and 12.

**9.3** Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle them to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.11 and except as provided in paragraph 10.2.

- 9.4** The CITY will execute appropriate Change Orders prepared by the CITY covering changes in the Work, to be performed and Work performed in an emergency as provided in paragraph 6.11 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the CITY.
- 9.5** It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such an adjustment to the CITY.

#### **ARTICLE 10 – CHANGE OF CONTRACT PRICE**

- 10.1** The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at their expense without changing the Contract Price.
- 10.2** (a) The CITY may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:
- 1) in the specifications (including drawings and designs).
  - 2) in the method or manner of performance of the Work.
  - 3) in the CITY-furnished facilities, equipment, materials, services, or site.
  - 4) in directing acceleration in the performance of the Work.
- (b) Except as herein provided, no order, statement, or conduct of the CITY shall be treated as a change under this clause or entitle the CONTRACTOR to an equitable adjustment hereunder.
- (c) If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, under this Contract, whether or not changed by any order, an equitable adjustment shall be made, and the Contract modified in writing accordingly.
- (d) If the CONTRACTOR intends to assert a claim for an equitable adjustment under this clause, he must, within ten (10) days after receipt of a written Change Order, submit to the CITY a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.
- (e) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.

**10.3** The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

**10.3.1** By negotiated lump sum.

**10.3.2** On the basis of the cost of the Work, determined as provided in Sections 10.4 and 10.5, plus a mutually agreed upon fee to the CONTRACTOR to cover overhead and profit.

**10.4** The term cost of the Work means the sum of all direct costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in Miami-Dade County, shall include only the following items and shall not include any of the costs itemized in Paragraph 10.5.

**10.4.1** Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to: salaries and wages, plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above only if authorized by CITY.

**10.4.2** Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments in which case the cash discounts, shall accrue to the CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

**10.4.3** Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to CITY who will then determine which Bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the cost of the Work shall be determined in accordance with paragraphs 10.4 and 10.5.

- 10.4.4** Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of CONTRACTOR, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 10.4.5** Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
- 10.4.6** Payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.
- 10.4.7** The cost of utilities, fuel, and sanitary facilities at the site.
- 10.4.8** Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the Work.
- 10.4.9** Cost of premiums for additional bonds and insurance required solely because of changes in the work, not to exceed two (2) percent of the increase of the cost of the work.
- 10.5** The term Cost of the Work shall not include any of the following:
- 10.5.1** Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 10.4.1 - all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
- 10.5.2** Expenses of CONTRACTOR's principal and branch offices other than his office at the site.
- 10.5.3** Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 10.5.4** Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain

the same (except as otherwise provided in subparagraph 10.4.9).

**10.5.5** Costs due to the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

**10.5.6** Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

**10.6** The CONTRACTOR's fee which shall be allowed to the CONTRACTOR for their overhead and profit shall be determined as follows:

**10.6.1** In the event of an oversight or omission by the CONTRACTOR no compensation for overhead or profit will be provided; otherwise.

**10.6.2** A mutually acceptable firm fixed price; or if none can be agreed upon.

**10.6.3** A **ten percent (10%)** fixed fee based on the estimate of the various portions of the Cost of the Work.

**10.7** The amount of credit to be allowed by the CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credit, provided however, the CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

**10.8** Whenever cost of any Work is to be determined pursuant to paragraphs 10.4 and 10.5, the CONTRACTOR will submit in form prescribed by CITY an itemized cost breakdown together with supporting data.

**10.9 Force Account**

1. If the Owner and the CONTRACTOR cannot reach agreement on an equitable adjustment to the Contract Price for any work as prescribed above, then the Extra Work will be performed on a Force Account basis as directed by the Architect/Engineer and paid for as specified below.

2. In the event Extra Work is performed on a Force Account basis, then the CONTRACTOR and the Subcontractors, as appropriate, shall maintain itemized daily records of cost, quantities, labor and the use of authorized Special Equipment or Machinery.

**10.10 Architect/Engineer daily for approval, subject to audit.**

a. Comparison of Record: The CONTRACTOR, including its Subcontractor(s) of any tier performing the work, and the Architect/ Engineering shall compare records of the cost of force account work at the end of each day. Agreement shall be indicated by signature of the CONTRACTOR, the Subcontract performing the work, and the Architect/ Engineer or their duly authorized representatives.

b. Statement: No payment will be made for work performed on a force account basis until the Contractor has furnished the Architect/ Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- i. Name, classification, dates, daily hours, total hours, rate and extension for each laborer, tradesman, and foreman.
- ii. Designation, dates, daily hours, total hours, rental rate, and extension of each unit of special machinery and equipment.
- iii. Quantities of materials, prices, and extensions.
- iv. Transportation of materials.

The statements shall be accompanied and supported by a receipted invoice of all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the CONTRACTOR'S stock, then in lieu of the invoices the CONTRACTOR shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the CONTRACTOR.

**ARTICLE 11 – PAYMENTS AND COMPLETION**

**Payments to Contractor:**

**11.1** At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the CITY a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the CITY may reasonably require.

The CITY will within ten (10) days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the CITY, or return the partial payment estimate to the CONTRACTOR, indicating in writing their reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The CITY, will within thirty (30) days of presentation to them of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The CITY may retain five percent

(5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. Any interest earned on the retainage shall accrue to the benefit of the CITY.

**11.1.1 City of Doral Progress Payment Forms**

1. Exhibit F- CONTRACTOR Check List of items required for progress payment
2. Exhibit H- CONTRACTOR's Notification List of suppliers and Subcontractors
3. Exhibit G- Certification of CONTRACTOR
4. Exhibit E- Partial Release (Subs-Suppliers)
5. Exhibit D- Partial Release (Prime CONTRACTOR)

**11.2** The CITY shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services, or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any progress payment, the CITY may require the CONTRACTOR to furnish partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period, red-line as-builts, progress schedule.

**11.2.1 City of Doral Final Payment Forms**

1. Exhibit I- Final Release (Prime CONTRACTOR)
2. Exhibit J- Partial Release (Subs-Suppliers)

**Contractor's Warranty of Title:**

**11.3** The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the CITY prior to the making of the Application for Payment, free and clear of all liens, claims, security interest and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

**Acceptance of Final Payment as Release:**

**11.4** The Acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the CITY and a waiver of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the Work and for every act and neglect of the CITY and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR of

their sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

## **ARTICLE 12 – SUSPENSION OF WORK AND TERMINATION**

- 12.1** The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which shall fix the date on which Work shall be resumed.

### **Work During Inclement Weather:**

- 12.2** No Work shall be done under these specifications except by permission of the CITY when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the CITY, shall suspend all Work until instructed to resume operations by the CITY and the Contract Time pursuant to Section 12.7 shall be extended to cover the duration of the order.

### **City May Terminate:**

- 12.3** If the CONTRACTOR is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Subcontractors or for labor, materials or equipment or they disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the CITY, or if they otherwise violate any provision of the Contract Documents, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and their surety seven (7) days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method they may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the CITY. Such costs incurred by the CITY will be determined by the CITY and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the CITY and the CONTRACTOR shall be the same as if the termination had been issued pursuant to Section 12.5.

- 12.4** Where the CONTRACTOR'S services have been so terminated by the CITY said



termination shall not affect any rights of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the CITY due the CONTRACTOR will not release the CONTRACTOR from liability.

- 12.5** Upon seven (7) days written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the CITY as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

**Removal of Equipment:**

- 12.6** In the case of termination of this Contract before completion for any cause whatever, the CONTRACTOR, if notified to do so by the CITY, shall promptly remove any part or all of his equipment and supplies from the property of the CITY. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

**Contractor May Stop Work or Terminate:**

- 12.7** If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CITY or under an order of court of other public authority, or the CONTRACTOR fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails to pay the CONTRACTOR any sum approved by the CITY, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the CITY, terminate the Agreement. The CITY may remedy the delay or neglect within the twenty (20) calendar days' time frame. If timely remedied by the CITY, the Contract shall not be considered terminated. In lieu of terminating the Agreement, if the CITY has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) calendar days' notice to the CITY and the CONTRACTOR stop the Work until they have been paid all amounts then due. If the CONTRACTOR stops neither by default nor by non-payment from the CITY, the CONTRACTOR will be responsible for 100% of the difference between the total of his/her Bid and the second lowest Bid.

**ARTICLE 13 - CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE**

- 13.1** CONTRACTOR warrants and guarantees to CITY all Work shall be in accordance with the Contract Documents and will not be defective.
- 13.2** CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

**13.2.1** Observations by CITY or CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER;

**13.2.2** Payment by CITY of any progress or final payment;

**13.2.3** The issuance of a certificate of Substantial Completion, certificate of Final Completion, or any payment related thereto by CITY;

**13.2.4** Use or occupancy of the Work or any part thereof by CITY;

**13.2.5** Any acceptance by CITY or any failure to do so;

**13.2.6** Any review and approval of a Submittal or the issuance of a notice of acceptability by the CITY'S REPRESENTATIVE.

**13.2.7** Any inspection, test, or approval by others; or

**13.2.8** Any correction of defective Work by CITY.

**13.3** Access to Work:

The CITY'S REPRESENTATIVE, ARCHITECT or ENGINEER and other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

**13.4** Tests and Inspection:

**13.4.1** CONTRACTOR shall give CITY timely notice of readiness of the Work for all required inspections, tests, observations or approvals. Inspections, tests or observations by the CITY'S REPRESENTATIVE, the ARCHITECT or ENGINEER, CITY or its agents may be performed at its discretion to provide information to the CITY on the progress of the Construction. However, such information is not intended to fulfill the CONTRACTOR'S obligations in accordance with the Contract Documents.

**13.4.2** CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.

**13.5** Uncovering the Work:

If any Construction that is to be inspected, tested, or approved is covered without written concurrence of CITY'S REPRESENTATIVE, it must, if requested by CITY or the CITY'S REPRESENTATIVE, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given CITY or the CITY'S REPRESENTATIVE timely written notice of CONTRACTOR'S intention to cover such Construction and CITY,

or the CITY'S REPRESENTATIVE has not acted with reasonable promptness in response to such notice.

**13.5.1** If CITY considers it necessary or advisable that covered Work be observed by CITY'S REPRESENTATIVE or the ARCHITECT or ENGINEER, or inspected or tested by others, CONTRACTOR, at CITY'S request, shall uncover, expose, or otherwise make available for observation, inspection or testing as CITY may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including compensation for additional professional services and any additional expenses experienced by the CITY due to delays to others performing additional work, other contractual obligations, and CITY shall be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the responsibility for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Construction is not found to be defective, and Section 00700.8.5 is not applicable, CONTRACTOR shall be allowed an increase in the Contract Price or the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a claim therefore as provided in the Contract Documents.

**13.6** CITY May Stop the Work:

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such failure has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall not be allowed an increase in Contract Price or the Contract Time or both as a result of the stopping of Work under this section.

**13.7** Correction or Removal of Defective Work:

If required by the CITY'S REPRESENTATIVE, with the recommendation of the ARCHITECT and/or ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the CITY'S REPRESENTATIVE, upon the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of the CITY'S REPRESENTATIVE, the ARCHITECT or ENGINEER, attorneys and other professionals) made necessary thereby.

**13.8** One Year Correction Period:

Without prejudice to any other right of the City, if within one (1) year after the date of final completion or within any designated manufacturer's warranty, whichever is greater, or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY'S written instructions, either correct such defective Work, or, if it has been rejected by CITY or the CITY'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or the rejected Work removed and replaced, and all of the CITY'S direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of the ARCHITECT or ENGINEER) will be reimbursed by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so, provided in the Specifications or by written amendment.

**13.9** CITY shall reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its surety for damages and for corrections of any and all latent defects.

**13.10** Extended Warranty Period Due to Defective Construction:

Any defective Construction that is either corrected or rejected and replaced will be warranted and guaranteed for a period of one (1) year from the date of acceptance of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Article 12. If within such extended Warranty Period, the Work is once again found to be defective, CITY shall be entitled to all of CITY'S rights and remedies under this Article.

**ARTICLE 14 – MISCELLANEOUS**

**14.1** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

**14.2** The Contract Documents shall remain the property of the CITY. The CONTRACTOR and the CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

**14.3** The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed

upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to the CITY and there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

- 14.4** Should the CITY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

#### **ARTICLE 15 – WAIVER OF JURY TRIAL**

- 15.1** The CITY and the CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work thereunder.

#### **ARTICLE 16 – ATTORNEYS FEES/JURISDICITON/VENUE/GOVERNING LAW**

- 16.1** 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.
- 16.2** The parties submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of or relating to the Contract. Venue of any action to enforce the Contract shall be in Miami Dade County, Florida.
- 16.3** If either the CITY or the CONTRACTOR is required to enforce the terms of the Contract by court proceedings, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorney's fees.

#### **ARTICLE 17 – PROJECT RECORDS**

- 17.1** The CITY, D.O.E., Office of the Inspector General, FDOT, and State of Florida shall have right to inspect and copy during regular business hours at each entity's expense, the books and records and accounts of CONTRACTOR which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Project. CONTRACTOR shall retain and make available to CITY, HUD, D.O.E., Office of the Inspector General, FDOT, and State of Florida, all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of five (5) years following final payment of the Project. During the Project and the five (5) year period following final payment of the Project, the CONTRACTOR shall provide the CITY, HUD, D.O.E., Office of the Inspector General, FDOT, and State of

Florida access to its books and records upon five (5) days written notice.

#### **ARTICLE 18 – SEVERABILITY**

- 18.1** If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### **ARTICLE 19 – INDEPENDENT CONTRACTOR**

- 19.1** The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.

#### **ARTICLE 20 – TRENCH SAFETY ACT**

- 20.1** The purpose and intention of the State of Florida “Trench Safety Act” is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety when the excavation is in excess of five (5) feet deep.

## SECTION 00720 SUPPLEMENTAL GENERAL TERMS AND CONDITIONS

- 7.1** The CONTRACTOR shall at all times ensure that the work site is maintained in a clean and orderly fashion. As soon as the work in any one locality is completed, the accumulated rubbish or surplus materials shall be promptly removed. The CONTRACTOR shall also restore all public and private property in a manner acceptable to the Engineer, to a condition equal to or better than pre-construction conditions. This shall apply to public and private property which has been displaced or damaged during the prosecution of the work, and the CONTRACTOR shall leave the site and vicinity unobstructed and in a neat and presentable condition.
- 7.2** Protection of existing utilities, structures, and other facilities: The underground pipes, utilities and structures shown on the Plans are located according to the best information available but may vary by several feet from both the position and elevation shown. The CONTRACTOR shall explore far enough ahead of his work to determine the exact location and condition of such utilities, structures, or facilities so that, before the pipe is installed, the Engineer may change the line or grade of the pipe or other facility, should that become necessary to avoid a conflict. Should this exploration reveal that adjustments to the work are necessary; the CONTRACTOR shall immediately notify the Engineer and coordinate with him to adjust the work in a timely fashion avoiding delays to construction. No request for additional compensation or Contract time (**except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final**) resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The CONTRACTOR shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Costs due to delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the CONTRACTOR.
- 7.3** All cost for changing the grade of the proposed “new installation” downward two feet-six inches or less in order to clear obstructions located differently than shown on the Plans, or to clear obstructions located differently than shown on the Plans but the location of which could have become known or should have become known by proper observation of field conditions or the proper exploratory procedure, shall be included in the prices bid under the various items of the Proposal and no additional compensation will be allowed.
- 7.4** All pipes, sewers, drains and other pipe, cables, or conduits, and all other obstructions, whether or not shown, shall be temporarily removed from, or supported during excavation. It is intended that wherever piping systems or utilities such as water, wastewater, air, chemical, electrical, or other service lines must be

crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the plans. The CONTRACTOR shall be held responsible for any damage to such installations and shall restore them to service immediately.

- 7.5** Changing the grade of the proposed main by rising deflections, or the alignment by horizontal deflections, will not be considered as extra work, or extra cost, to the CONTRACTOR, and in some cases a credit to the Department may be warranted.
- 7.6** Relocation of existing utilities: The relocation of existing utilities, as noted on the Plans, or for the convenience of the CONTRACTOR shall be the responsibility of the CONTRACTOR. This work shall be completed by either the forces of the existing utility or the CONTRACTOR's forces at the discretion of the responsible utility. If the work is to be performed by the CONTRACTOR, all work shall be done in accordance with the utility company's requirements. Under no circumstances shall the CONTRACTOR be authorized extra payment for this work, and all cost for the relocation shall be the responsibility of the CONTRACTOR.
- 7.7** The CONTRACTOR shall also be responsible for the coordination of all existing utility relocations with the appropriate utilities. Where temporary supports or protective encasements are required during the construction, the CONTRACTOR shall be responsible for this work at no additional cost.
- 7.8** Any conflicts between the field investigation and the information shown on the plans shall be brought to the immediate attention of the Engineer.

END OF SECTION



## **SECTION 00810 – SPECIAL CONDITIONS**

### **8.1 Permit/Utilities:**

The CONTRACTOR shall obtain all permits necessary to conduct this project. The cost of all permits should be included on the bid proposal. If more than 1 Acre of land is disturbed during construction the CONTRACTOR is responsible to obtain NPDES Stormwater permit coverage through the Florida Department of Environmental Protection (FDEP) Construction Generic Permit (CGP). Instructions to request and obtain a CGP can be found at: <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>. CONTRACTOR should submit the Notice of Intent (NOI) with the appropriate processing fees to the NPDES Stormwater Notices Center. CONTRACTOR shall complete the Florida Department of Transportation's Stormwater Pollution Prevention Plan Construction Inspection Report (form number 650-040-03) weekly and within 24 hours of the end of a storm that is 0.50 inch or greater. CONTRACTOR must apply for permit coverage at least two days before construction begins. In addition, the CONTRACTOR shall clear utilities prior to conducting any work at each project site.

### **8.2 Hours of Work:**

Contractor will perform work Monday through Friday, excluding City holidays, from 8:00 a.m. to 4:00 p.m. unless prior written approval is received from The City. The CONTRACTOR must comply with the CITY's Noise Ordinance, Ordinance No. 2006-23.

### **8.3 Disputes:**

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the CITY's responsible department for the administration of the Contract shall make good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

### **8.4 Default Provisions:**

In case of default by the BIDDER or CONTRACTOR, the CITY procures the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

### **8.5 Assignment:**

The CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the CONTRACTOR changes hands subsequent to the award of this Contract, the CONTRACTOR shall promptly notify the CITY in writing of such change in ownership or control at least thirty (30) days prior to such change and the CITY shall have the right to terminate the Contract upon sixty (60) days written notice, at the CITY's sole discretion.

**8.6 Secondary/Other Vendors:**

The CITY reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

**8.7 Employees:**

The CONTRACTOR shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the CONTRACTOR shall be considered to be at all times the sole employees of the CONTRACTOR, under the CONTRACTOR's sole direction, and not an employee or agent of the City of Doral. The CONTRACTOR shall supply competent, suitably qualified, and capable employees and the CITY may require the CONTRACTOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on CITY property is not in the best interest of the CITY. The CITY shall not have any duty to implement or enforce such requirements.

Each employee of the CONTRACTOR shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC4082)(c)(2).

The "On Duty" supervisor must be able to adequately communicate with the City's representatives.

**8.8 Subcontractors, Suppliers and Others:**

Prior to the commencement of any work, the CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The CITY shall notify the CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. The CONTRACTOR shall not contract with a proposed person or entity to which the CITY has made an objection. The CONTRACTOR shall not change a Subcontractor, person or entity previously selected if the CITY makes objection to the change.

The CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, Sub-Contractors, suppliers, other persons directly or indirectly employed by its Sub-Contractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with the CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such Sub- Contractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any

Sub-Contractor, supplier, employee, or agent except as may otherwise be required by law.

All Work performed for the CONTRACTOR by a Sub-Contractor will be pursuant to an appropriate agreement between the CONTRACTOR and the Sub-Contractor which specifically binds the Sub-Contractor to all applicable terms and conditions of the Contract Documents for the benefit of the CITY.

#### **8.9 Protection:**

All work in fulfillment of this project shall be performed on CITY property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the CONTRACTOR in a manner acceptable to the City of Doral prior to the final acceptance of the work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, water sprinklers, signs, and trees.

The CONTRACTOR shall notify the Public Works Department in writing of the site having pre-existing damage to sidewalks, curbs, facade, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the CONTRACTOR to make repairs per above paragraph.

The CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, signage, barricades, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents.

The CONTRACTOR shall protect existing catch basins from sediment and debris with filter fabric while work is in progress. Filter fabric shall be removed after completion of work. Filter fabric must be cleaned periodically to avoid excessive accumulation of sediment and debris. Extreme care shall be taken when removing filter fabric to avoid sediments and debris from entering catch basin.

#### **8.10 Security:**

The CONTRACTOR is responsible for project security. The CONTRACTOR shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deems effective, at the CONTRACTOR's cost.

Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each workday and weekends.

#### **8.11 Temporary Interruption:**

The CONTRACTOR shall notify the Public Works Director whenever it is necessary to temporarily interrupt any business activities, the CONTRACTOR shall notify the Owner or tenant or their designee prior to the interruption and again immediately before the service is resumed. Before disconnecting any underground or overhead utilities, the CONTRACTOR shall make similar arrangements for their disconnection with the Owner, tenant, or their designee. The CONTRACTOR shall be responsible for any damage caused by the CONTRACTOR to such utilities and shall restore them to service promptly as soon as the Work interruption has ended.

**8.12 Pricing:**

Prices should be stated in units of quantity specified in the Bid form. In case of a discrepancy, the CITY reserves the right to make the final determination at the lowest net cost to the CITY.

**8.13 Delivery:**

All items shall be delivered "Freight on Board" (F.O.B.) destination (i.e. at a specific City of Doral address), and delivery costs and charges (if any) shall be included in the Bid Price. Exceptions shall be noted.

**8.14 Payments:**

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

**8.15 Non-Conformance to Contract:**

The CITY may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejections, items shall be removed within five (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (3) calendar days will be regarded as abandoned and the CITY shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the CONTRACTOR being found in default.

**8.16 Materials:**

The CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the specifications and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the specifications.

**8.17 Storage of Materials:**

The CONTRACTOR shall store materials, at his expense, in areas approved by the CITY. The CONTRACTOR, at their own expense, shall maintain these areas in a clean, orderly condition so as not to cause a nuisance in the area. The CONTRACTOR

shall comply with all off-site storage and staging requirements outlined in Section 525-010-44. The CONTACTOR shall also comply with FDOT Division 1 Specifications (Sections 7-1.4 and 7-1.8 below). The CONTRACTOR shall restore the storage area to its original or better condition, with all its appurtenances, in kind, to the satisfaction of the CITY, at the CONTRACTOR's discretion, if the CONTRACTOR chooses to stage material outside of the designated area, with prior approval from the CITY.

**7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations:** The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened, or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: <http://www.fdot.gov/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf>.

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification at least 30 days in advance of planned commencement of the off-site activity, to allow for the Department to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened, or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures, as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

**7-1.8 Compliance with Section 4(f) of the USDOT Act:** Section 4(f) of the USDOT Act prohibits the U.

S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer, and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

#### **8.18 Quality Control:**

Field Observations - Provide twenty-four (24) hour notification to the Architect/Engineer for all specified field observations, unless otherwise noted.

Inspection – Periodically the City may inspect the project for the purpose of assuring compliance with the specifications.

Dust Control – Contractor shall control dust by watering and sweeping at end of each workday or as directed by City Engineer. Dust control must meet City's satisfaction or City will control dust by whatever means deem necessary and Contractor shall pay all expenses incurred by the City associated with dust control.

#### **8.19 On-Site Survey/As Built:**

The CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the plans. The CONTRACTOR shall provide the CITY with three (3) sets of certified as-built plans and a CD containing PDF copy of the As-Built drawings as well as the CAD files, at no additional cost to the CITY.

#### **8.20 Water Usage:**

All City potable water used during the project shall be metered through a hydrant meter or meters obtained from the Miami-Dade County Water and Sewer Department at the CONTRACTOR's expense.

#### **8.21 Salvageable Material:**

All salvageable material and/or equipment removed from the existing construction

project shall adhere to 49 CFR 18.36. All material and/or equipment not in salvageable condition as determined by the CITY Representative must be disposed of by the CONTRACTOR. The actual storage site for salvageable material will be designated by the CITY.

**8.22 Disposal of Excavated Material and Debris:**

All excess excavated material and debris not required for backfill (unless otherwise noted), including broken pipe, sidewalks, curbs, and other concrete items, together with all roots, boards and other debris are to be disposed of by the CONTRACTOR at an appropriate legal site, at no additional cost to the CITY.

The CONTRACTOR must at all times during the performance of the project keep the work site free and clear of all waste and debris to the CITY's satisfaction. All sand, grit, solids and other material, accumulated waste or surplus materials shall be removed at the end of each workday.

The CONTRACTOR will have not more than 48-hour notice to clear work site of rubbish, debris and other work site materials and to restore or replace displaced or damaged property, if the CONTRACTOR fails to comply, the CITY may employ labor or equipment as it deems necessary to clear the site at the CONTRACTOR's expense.

**8.23 Equipment:**

All construction equipment necessary and required for construction of this project shall be on the construction site, in excellent working condition, before construction is permitted to start. The CONTRACTOR shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill material.

**8.24 Density Testing:**

Density tests shall be taken by an independent testing laboratory certified by the State of Florida and approved by the designated City representative and shall be paid for by CONTRACTOR, at no additional cost to the City. A compaction test, for both the base and subgrade, shall be performed for every section of new pavement and at least one (1) test for every 250 square yards of new pavement. In addition, density testing shall be performed for installation in swale areas at a frequency of one test per 50 feet of trench, or adjacent to newly installed inlets at the discretion of the City representative.

**8.25 Laboratory Tests:**

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest standards of the American Society for Testing Materials.

The CONTRACTOR shall furnish the required samples for testing without charge.

The CONTRACTOR shall provide at least 24-hour notice when requesting testing to be performed. In locations where corings are taken by the approved testing lab, the CONTRACTOR shall be responsible for plugging these core holes.

All material tests will be made by an independent testing laboratory that may be selected by the CITY. Excluding Density Testing, where tests indicate that materials are in accordance with specified requirements, the CITY shall bear the testing cost. When tests reveal that conditions or materials do not comply with the specifications, the cost of such tests shall be assessed against the CONTRACTOR.

**8.26 Notification to Residents:**

Contractor shall notify residents directly impacted by the project (including MOT), in writing, 72 hours prior to performing any work. Notification must include type of work to be performed; date work will begin and estimated completion date. In the event Contractor changes schedule or duration of work, Contractor must notify resident, in writing, of such changes. Contractor must provide a copy of all notifications to the City.

**8.27 Staging Area:**

**No staging site available for this project.** CONTRACTOR must use available space along the public right-of-way without impacting or permanently closing sidewalks and/or the roadway or provide documentation for CONTRACTOR selected staging area prior to commencement of work. The staging site/area is the responsibility of the CONTRACTOR, and the CONTRACTOR shall be responsible for the restoration of the area at no additional cost to the City. Staging site shall be protected and shall have erosion and sedimentation control measure such as silt fence, at no additional cost to the City.

**8.28 SITE CONDITIONS**

**8.28.1 SITE INVESTIGATION AND REPRESENTATION**

A. The CONTRACTOR acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation; disposal, handling and storage of materials; availability of labor, water, electric power, roads; disposal of water from construction; uncertainties of weather; the conformation and conditions at the ground; the type of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract.

B. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the site, making whatever site investigations he deems diligent or prudent, and from evaluating information derived from exploratory work that may have been done by the City of Doral or included with these Contract Documents. Any failure by the CONTRACTOR to acquaint himself with all the available information will



not relieve him from responsibility for properly estimating the difficulty or cost thereof under this Contract.

C. The CONTRACTOR acknowledges that by personal field observation or other means satisfactory to himself, performed prior to the Bid, he has included in the prices bid all costs for dealing with all construction problems created by observable above or on grade features on or adjacent to the site of the work whether or not these features are shown on the Plans or described in the Specifications. In instances where the observable features indicate subsurface conditions which may affect the Project work, as for example, a pavement patch or catch basin gratings indicating respectively a utility or storm sewer not shown on the Plans, the CONTRACTOR acknowledges that he has made timely, diligent, inquiry of the Engineer or by other means fully satisfied himself prior to the Bid as to the nature of, and costs created by, the subsurface condition and included all costs therefore in the prices bid.

#### **8.28.2 INFORMATION ON SITE CONDITIONS**

A. All information obtained by the City of Doral regarding the site conditions, topography, subsurface information, ground water elevations, existing construction of site facilities as applicable, and similar data will be available for inspection at the office of the Engineer upon request. Such information is offered as supplementary information only. Neither the Engineer nor the City of Doral assumes any responsibility for the completeness or for the CONTRACTOR's interpretation of such supplementary information. Prior to bidding and after written approval from the City of Doral, bidder may make his own survey investigations to satisfy himself with site conditions at his own cost.

#### **8.28.3 SUBSURFACE INFORMATION**

A. Subsurface investigations, including test borings, have been made to indicate subsurface conditions at particular locations. All information regarding subsurface conditions and all available soil samples recovered from test borings at the project site that the City of Doral may have, may be examined by all prospective bidders prior to the receipt of proposals. Appointment for the examination of such information or soil samples shall be made with the City of Doral.

#### **8.28.4 BORING LOG**

A. A log of test borings showing a record of the data obtained on subsurface conditions is included in the Contract Documents as an Appendix and is for reference only. All such information was prepared for the information of the City of Doral's engineers only for design purposes and is not to be considered as a part of the Contract Documents.

#### **8.28.5 BIDDERS SUBSURFACE INVESTIGATION**

A. Prospective bidders are advised, at their own expense, to make such subsurface investigation, by boring or test hole excavation, as may be desirable. However, such work is to be scheduled by appointment with the Engineer if on a City of Doral site or by notification to the City of Doral.

#### **8.28.6 DIFFERING SUBSURFACE CONDITIONS**

A. In the event subsurface or latent physical conditions are found materially different from those indicated in these Documents and differing materially from those ordinarily encountered and generally recognized as inherent in the character of work covered in these Contract Documents, promptly, and before such conditions are disturbed, notify the Engineer in writing of such changed conditions.

B. The Engineer and/or the Engineer of Record will investigate such conditions promptly and following this investigation, the CONTRACTOR shall proceed with the work, unless otherwise instructed by the Engineer. If the Engineer and/or the Engineer of Record find that such conditions do so materially differ as to cause an increase or decrease in cost and time considered reasonable by the Engineer, the City of Doral will make the final decision regarding any adjustment in cost or time for completion.

C. In the event that site conditions differ from those expected by the CONTRACTOR, the CONTRACTOR shall proceed to complete the work as contemplated by the Plans and Specifications at his own cost and expense. If in the discretion of the Engineer, the difference in site conditions renders completion of the work as described by the Plans and Specifications impossible, the Engineer may alter the work, in accordance with Section 3 of the General Covenants and Conditions, whereupon the CONTRACTOR shall be compensated for any extra work pursuant to Section 13 of the General Covenants and Conditions; the Engineer shall not alter the work where the site conditions render the work more difficult or costly to perform, if such work is otherwise still possible as described in the Contract Documents.

#### **8.28.7 EXISTING UTILITIES AND LOCATION SERVICES**

A. Known utilities and structures adjacent to or encountered in the work are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the CONTRACTOR only, and no responsibility is assumed by the City of Doral, the Engineer, and/or the Engineer of Record for their accuracy or completeness.

**No request for additional compensation or Contract time (except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final) resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The CONTRACTOR shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Costs due to delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the CONTRACTOR.**

#### **8.28.8 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE**

A. Where the CONTRACTOR's operation could cause damage or inconvenience to railway, telephone, fiber optic, television, electrical power, oil, gas, water, sewer, irrigation system, or any other utility, the CONTRACTOR shall make all arrangements necessary for the protection of these utilities and services.

- B. Notify all utility companies that are affected by the construction operation at least 48 hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary. **Absolutely no extra compensation will be allowed for construction problems created by utility poles of whatever size, overhead electric, telephone or other lines, whether shown on the Plans or not. The CONTRACTOR is solely responsible for discerning such items in the field prior to bidding and including all costs for such work in the prices bid.**
- C. The CONTRACTOR and his Subcontractors shall be solely and directly responsible to the Owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- D. Neither the City of Doral nor its officers or agents shall be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR's failure to protect utilities encountered in the work.
- E. In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair. In no event shall interruption of any utility service be allowed unless granted by the Owner of the utility.
- F. In the event water service lines that interfere with trenching are encountered, the CONTRACTOR may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the CONTRACTOR's expense and as approved by the Engineer.
- G. Replace, with material approved by the Engineer, at CONTRACTOR's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents and as approved by the Engineer.

#### **8.28.9 INTERFERING STRUCTURES**

- A. Take necessary precautions to prevent damage to existing structures whether on the surface, above ground, or underground. An attempt has been made to show major structures on the Drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and is presented as a guide. The CONTRACTOR is solely responsible for field verification of all locations and information provided and to determine the type, location, elevation and extent of any utilities which may not have been shown on the Plans.

#### **8.28. 10 FIELD RELOCATION**

A. During the process of construction, it is expected that minor relocations of the work may be necessary. Such relocations shall be made only by the direction of the Engineer at the CONTRACTOR's expense. If existing structures are encountered that will prevent construction as shown, notify the Engineer before continuing with the work in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If the CONTRACTOR fails to notify the Engineer when an existing structure is encountered, and proceeds with the work despite this interference, the CONTRACTOR does so at his own risk.

#### **8.29 LAND FOR CONSTRUCTION PURPOSES**

- A. The CONTRACTOR shall limit his operations, temporary facilities and storage of equipment and materials to on-site areas to be designated by the Engineer. No stringing of pipe is allowed along the pipe route except during the evening construction hours for the pipe to be installed that workday/night.
- B. Should the CONTRACTOR require additional space he shall make his own arrangements for storage of materials and equipment in locations off the construction site. For the allocated space, submit to the Engineer for approval, proposed plan and layout for all temporary sanitary facilities, offices, storage facilities, temporary water service and distribution, and temporary power service and distribution. Prior to commencing any new construction remove, relocate and protect where necessary all existing underground and above ground facilities, pipelines, utility systems, plantings and all other existing installations. All of these existing features shall be restored to their initial or better than initial conditions.

#### **8.30 ELEVATIONS AND LOCATIONS OF EXISTING INSTALLATIONS**

- A. The elevations and locations of existing installations, including piping, equipment, etc., shown on the Plans are approximate. Be responsible for verifying the accuracy of these locations and elevations prior to commencement of any work which is to be connected to the existing installation and immediately bring to the attention of the Engineer any and all discrepancies discovered.
- B. **The CONTRACTOR shall verify these locations and elevations sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Costs due to delays occasioned by locations and/or elevations differing from those shown on the Plans which could have or should have been discovered by timely verification ahead of the Work shall rest solely with the CONTRACTOR. No request for additional compensation or Contract time (except for a non-compensable time extension at the sole discretion of the Engineer, whose decision shall be final)**

**resulting from encountering interfering installations not shown, or existing installations differing in location or elevation from that shown, will be considered.**

END OF SECTION

## **SECTION 00900 - ENVIRONMENTAL PROTECTION AND SPECIAL CONTROLS**

### **PART 900 - G E N E R A L**

#### **900.1 SUMMARY**

A. Section Includes:

1. Minimizing the pollution of air, water, or land; control of noise, the disposal of solid waste materials, and protection of deposits of historical or archaeological interest.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 00 - Front Ends Documents.
2. Division 01 - General Requirements.

#### **900.2 SUBMITTALS**

A. Shop Drawings:

1. See Specification Section 01340 for requirements for the mechanics and administration of the submittal process.
2. Prior to the start of any construction activities submit:
  - a. A detailed proposal of all methods of control and preventive measures to be utilized for environmental protection.
  - b. A drawing of the work area, haul routes, storage areas, access routes and current land conditions including trees and vegetation.
  - c. A copy of the NPDES permit for storm water discharges from construction activities.
  - d. A copy of the approved pollution prevention plan.

### **PART 900.3 - P R O D U C T S – (NOT APPLICABLE TO THIS SPECIFICATION SECTION)**

### **PART 900.4 - E X E C U T I O N**

#### **900.4.1 INSTALLATION**

A. Employ and utilize environmental protection methods, obtain all necessary permits, and fully observe all local, state, and federal regulations including {}.

B. Land Protection:

1. Except for any work or storage area and access routes specifically assigned for the use of the CONTRACTOR, the land areas outside the limits of construction shall be preserved in their present condition.
  - a. CONTRACTOR shall confine his construction activities to areas defined for work within the Contract Documents.
2. Manage and control all borrow areas, work or storage areas, access routes and embankments to prevent sediment from entering nearby water or land adjacent to the work site.

3. Restore all disturbed areas including borrow and haul areas and establish permanent type of locally adaptable vegetative cover.
4. Unless earthwork is immediately paved or surfaced, protect all side slopes and backslopes immediately upon completion of final grading.
5. Plan and execute earthwork in a manner to minimize duration of exposure of unprotected soils.
6. Except for areas designated by the Contract Documents to be cleared and grubbed, the CONTRACTOR shall not deface, injure, or destroy trees and vegetation, nor remove, cut, or disturb them without approval of the Engineer.
  - a. Any damage caused by the CONTRACTOR's equipment or operations shall be restored as nearly as possible to its original condition at the CONTRACTOR's expense.

C. Surface Water Protection:

1. Utilize, as necessary, erosion control methods to protect side and backslopes, minimize and the discharge of sediment to the surface water leaving the construction site as soon as rough grading is complete.
  - a. These controls shall be maintained until the site is ready for final grading and landscaping or until they are no longer warranted, and concurrence is received from the Engineer.
  - b. Physically retard the rate and volume of run-on and runoff by:
    - 1) Implementing structural practices such as diversion swales, terraces, straw bales, silt fences, berms, storm drain inlet protection, rocked outlet protection, sediment traps and temporary basins.
    - 2) Implementing vegetative practices such as temporary seeding, permanent seeding, mulching, sod stabilization, vegetative buffers, hydroseeding, anchored erosion control blankets, sodding, vegetated swales or a combination of these methods.
    - 3) Providing Construction sites with graveled or rocked access entrance and exit drives and parking areas to reduce the tracking of sediment onto public or private roads.

2. Discharges from the construction site shall not contain pollutants at concentrations that produce objectionable films, colors, turbidity, deposits or noxious odors in the receiving stream or waterway.

D. Solid Waste Disposal:

1. Collect solid waste on a daily basis.
2. Provide disposal of degradable solid waste to an approved solid waste disposal site.

3. Provide disposal of nondegradable solid waste to an approved solid waste disposal site or in an alternate manner approved by Engineer and regulatory agencies.
4. No building materials wastes, or unused building materials shall be buried, dumped, or disposed of on the site.

E. Fuel and Chemical Handling:

1. Store and dispose of chemical wastes in a manner approved by regulatory agencies.
2. Take special measures to prevent chemicals, fuels, oils, greases, herbicides, and insecticides from entering drainage ways.
3. Do not allow water used in onsite material processing, concrete curing, cleanup, and other waste waters to enter a drainage way(s) or stream.
4. The CONTRACTOR shall provide containment around fueling and chemical storage areas to ensure that spills in these areas do not reach waters of the state.

C. Control of Dust:

1. The control of dust shall mean that no construction activity shall take place without applying all such reasonable measures as may be required to prevent particulate matter from becoming airborne so that it remains visible beyond the limits of construction.
  - a. Reasonable measures may include paving, frequent road cleaning, planting vegetative groundcover, application of water or application of chemical dust suppressants.
  - b. The use of chemical agents such as calcium chloride must be approved by the State of Florida DOT.
  - c. Utilize methods and practices of construction to eliminate dust in full observance of agency regulations.
  - d. The Engineer will determine the effectiveness of the dust control program and may request the CONTRACTOR to provide additional measures, at no additional cost to Owner.

D. Burning:

1. Do not burn material on the site.
2. If the CONTRACTOR elects to dispose of waste materials by burning, decide for an off-site burning area and conform to all agency regulations.

E. Control of Noise:

1. Control noise by fitting equipment with appropriate mufflers.



I. Completion of Work:

1. Upon completion of work, leave area in a clean, natural looking condition.
2. Ensure all signs of temporary construction and activities incidental to construction of required permanent work are removed.

J. Historical Protection:

1. If during the course of construction, evidence of deposits of historical or archaeological interests is found, cease work affecting find and notify Engineer.
  - a. Do not disturb deposits until written notice from Engineer is given to proceed.
2. The CONTRACTOR will be compensated for lost time or changes in construction to avoid the find based upon normal change order procedures.

END OF SECTION

## **SECTION 00915 - CONCRETE DRIVEWAY, SIDEWALK, AND CURB & GUTTER REMOVAL & REPLACEMENT**

Work covered under this Section covers the furnishing of all labor, equipment and material required for cutting, removing, protecting, and replacing all existing concrete driveways, sidewalks, and curb and gutter of the various types encountered, removed, or damaged under this Contract.

### **General Requirements**

- A. CONTRACTOR shall be responsible for the protection from damage from his construction operations, all concrete driveways, sidewalk, and curb and gutter within the work area. If payment items are established in the Proposal for the removal and replacement of concrete driveway, sidewalk, and curb and gutter, payment will be made only if such items are encountered within the limits of the trench width plus 2 feet (shoulders) An concrete driveway, sidewalk, or curb and gutter beyond those limits, damaged as a result of the CONTRACTOR's operation, shall be restored in accordance with the applicable requirements of these Specifications, and to the satisfaction of the Engineer, at no additional cost to the City. In order to protect himself from being held liable for any existing damaged concrete driveways, sidewalks or curb and gutter, the CONTRACTOR is advised to notify in writing the authority having jurisdiction over the street where such damage exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the Engineer.
- B. No payment will be made for removal and replacement of concrete driveway, sidewalk, or curb and gutter which falls outside the above-described limits required for thrust blocks, and other appurtenant items, and the cost for such work shall be included in the price bid for the applicable item.
- C. If payment items have not been established in the Proposal for the removal and replacement of concrete driveways, sidewalks, and curb and gutter, the cost for such work shall be included in the overall Project cost bid. No other compensation will be provided.
- D. No form shall be set higher than the elevation of the adjacent concrete surface.
- E. As used herein, "driveway" shall mean concrete driveway, and "curb and gutter" shall mean free standing curb, gutter, or combination curb and gutter.
- F. All concrete shall be treated with a liquid curing compound, and in some cases, concrete colorant shall be required in order to match the color of the existing concrete being replaced. In each such case the curing compound, the colorant, and the color, shall meet with the approval of the Engineer and the municipality having jurisdiction over the work area. All additives to the concrete shall be applied in strict conformance with the recommendations of the manufacturer.

- G. The CONTRACTOR shall provide adequate means to protect each driveway, sidewalk, and curb and gutter installation from damage from vandals, animals, weather, or other causes, until the concrete is hard. Should damage occur from such causes, the CONTRACTOR shall remove and replace the damaged item at his own expense.

#### 915.1 Concrete Driveways

- A. Concrete driveways, and sidewalks crossing driveways, shall be restored in full sections or blocks rather than trench width plus two feet (shoulders), if the original construction was divided into such sections or blocks. The existing driveway (or sidewalk) shall be cut with an abrasive disc saw to trim the edges to straight and true lines, with edges parallel and rectangular in plan. The interior concrete shall then be broken up and removed from the site.
- B. Driveways, and sidewalks crossing driveways, shall be replaced with a concrete slab having a minimum thickness of 6 inches. Steel reinforcement is not required unless the existing driveway (or sidewalk) is so reinforced, in which case the replaced driveway shall also be reinforced to match the existing.
- C. Such forms as are necessary shall be set up and the subgrade regarded for a slab 6 inches thick. The subgrade shall be thoroughly compacted and wet down prior to placing the concrete. The surface shall be given a surface and edging to match, as nearly as possible, that of the existing driveway (or sidewalk). The finish and edging shall be obtained through the use of screeds, trowels, edges and any other tool normally required by the trade in performing this kind of work.
- D. All forms for driveways (or sidewalks) including those for expansion joints, shall be metal and shall be clean and well-oiled prior to placing concrete. The forms shall be set in place far enough in advance of concrete placing for the Engineer to check line and grade. Abrupt changes in line and grade will not be permitted, and forms shall be set to insure smooth curvature and alignment both vertically and horizontally. Forms shall be left in place for a minimum of 24 hours after concrete has been placed.
- E. Replacement driveways (and sidewalks) shall match the elevation and alignment of existing driveways (and sidewalk) wherever a connection is made.

#### 915.2 Sidewalks

- A. Sidewalks shall be restored in full section rather than trench width plus 2 feet (shoulder).
- B. Removal of existing sidewalk, installation of forms, preparation of subgrade, and the final finish shall be performed as specified hereinabove for driveways, except that the minimum thickness of the sidewalk shall be 4 inches thick.

#### 915.3 Curb and Gutter

- A. Curb and gutter shall be restored in lengths equal to trench width plus 2 feet (shoulders),

or

10 feet, whichever is greater, unless otherwise permitted or ordered by the Engineer.

END OF SECTION

## **SECTION 00920 - CLEARING AND GRUBBING / LANDSCAPING / SITE CLEANLINESS**

### **PART 1**

#### **GENERAL**

##### **1.01 WORK INCLUDED**

A. Clear and grub the areas to be occupied by the facilities or utility systems to be constructed, including all areas to be excavated, filled, paved, or planted as shown on the Plans and as specified herein.

##### **1.02 DEFINITIONS**

A. Clearing shall consist of the cutting, removal and disposal of all trees, stumps, brush, shrubs, rubbish, and any other objectionable material within the designated areas.

B. Grubbing shall consist of the removal and disposal of all stumps larger than 1-1/2 inches in diameter and other objectionable material to a depth of at least 12 inches below the ground surface.

##### **1.03 QUALITY ASSURANCE**

A. In the course of the work, it may become necessary to remove trees if they interfere with the work. City of Doral and various municipalities have ordinances regulating the removal, relocation and pruning of trees in the public right-of-way; these ordinances shall be strictly adhered to. The CONTRACTOR shall obtain a permit from City of Doral, Miami-Dade County, Public Works and Waste Management County and/or other regulatory agencies having jurisdiction over the work area before removing, relocating and/or pruning any tree. The CONTRACTOR shall comply with all requirements and conditions of the permit at no additional cost to the City of Doral.

### **PART 2      PRODUCTS**

NOT USED

### **PART 3      EXECUTION**

#### **3.01 CLEARING AND GRUBBING**

A. The CONTRACTOR shall remove and replace, where required all existing shrubbery, trees, grass, sprinklers, fences, signs, mailboxes, structures, roadways, sidewalks, curbs and similar items or structures in the way of all excavation necessary for the construction of the Project.

#### **3.02 PROTECTION OF ADJACENT AREAS**

A. The CONTRACTOR shall protect areas shown on the Plans or designated by the Engineer to remain protected from damage by construction operations by erecting suitable barriers or other acceptable means.

### 3.03 DISPOSAL OF WASTE MATERIALS

A. All roots, vegetation and other refuse removed from the site during clearing and/or grubbing operations shall be legally disposed of by the CONTRACTOR. Burning of any material on site will not be permitted.

B. The CONTRACTOR shall provide the Engineer tickets indicating proof of legal disposal of unsuitable backfill material. If the unsuitable material has beneficial use, the transport destination needs to be reported to the Engineer. Payment for disposal of the unsuitable material shall not be made until the City of Doral has proof of legal disposal at a particular destination.

### 3.04 LANDSCAPING

A. General: Existing plants, trees and grassed areas damaged or destroyed by the CONTRACTOR's operations shall be restored or replaced by the CONTRACTOR, at his expense to equal or better than original condition, and to the satisfaction of the Engineer.

B. Solid Sod:

1. Solid sod shall be planted in the unpaved areas abutting the structures and extending to the limits shown on the Drawings.
2. When solid sod is to be placed adjacent to or in close proximity to existing sod or grass, the CONTRACTOR is to use similar sod or grass and obtain approval from the Engineer prior to installation. In public areas and rights-of-way, the CONTRACTOR is also required to comply with Governmental Agency requirements and provide the City with written approval of said agency prior to installation of grass and sod.
3. All areas to be grass sodded shall first be leveled, and debris, rocks, and other undesirable matter removed. Topsoil shall then be placed to a minimum depth of 3", with all larger lumps broken up. The mixture shall be well worked and raked to a uniform surface and then hand tamped, or lightly rolled. The topsoil shall be moistened with water prior to placing sod.
4. The sod shall be placed with closely abutting joints and shall completely cover the disturbed areas. The top of the new sod shall coincide with the top of the existing grass. The sod shall be covered with a light top dressing of topsoil and shall then be thoroughly watered.
5. The CONTRACTOR shall weed and water the grassed area until the Project is accepted by the City; however, the minimum period of this maintenance shall not be less than 60 days even if it extends beyond said acceptance. Any portions of the grassed areas which die or appear to have succumbed to the shock of transplanting, before the acceptance by the City, or expiration of the minimum 60-day maintenance period, shall be replaced by the CONTRACTOR at his expense.

6. Solid sod shall be certified bitter blue St. Augustine Floratam. The sod shall be firm touch texture having a compact growth of grass with good root development. It shall contain no weeds or other objectionable vegetation.
7. Where sodding is used in drainage ditches, the setting of the pieces shall be staggered to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped to produce a featheredge effect.
8. Sodding shall not be performed when weather and soil conditions are, in the Engineer of Record's opinion, unsuitable for proper results.

C. Watering:

The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Engineer, for optimum results. After being placed, the sod shall be kept in a moist condition to the full depth of the rooting zone for at least 2 weeks. Thereafter, the CONTRACTOR shall apply water as needed until the sod roots and starts to grow for a minimum of 60 days (or until final acceptance whichever is latest).

3.05 SITE CLEANLINESS

- A. The CONTRACTOR shall at all times during the execution of this Contract keep the work site free and clear of all rubbish and debris. As soon as the work is completed, the accumulated rubbish or surplus materials shall be promptly removed. The CONTRACTOR shall also restore in an acceptable manner all property, both public and private, which has been displaced or damaged during the prosecution of the work and shall leave the site and vicinity unobstructed and in a neat and presentable condition.
- B. In the event of delay exceeding two days after written notice is given to the CONTRACTOR by the Engineer to remove such rubbish or materials or to restore displaced or damaged property, the Engineer may employ such labor and equipment as he may deem necessary for the purpose, and the cost of such work, together with the cost of supervision, shall be charged to the CONTRACTOR and shall be deducted from any monies due him. The Project shall not be considered as having been completed until all rubbish and surplus materials have been removed.

END OF SECTION

## **SECTION 00930 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

### **PART 1 GENERAL**

#### **1.01 SCOPE OF WORK**

A. Before proceeding with the erection of the construction plan, including the setting, or placing thereof, and the erection of other temporary structures, the CONTRACTOR shall furnish the Engineer with such information and plans as CITY may require.

B. Shop Drawings shall be submitted prior to any project construction activity. In a timely fashion, well before the contemplated ordering for fabrication of special order or long-lead items or construction use of any standard element of the work, the CONTRACTOR shall furnish Shop Drawings for the review and approval of CITY.

C. It is the CONTRACTOR's sole responsibility, upon the first occasion of submittal of a particular element of the work, to submit Shop Drawings of an element which match and fulfill the requirements and intent of the Plans and Specifications. Any delays or costs caused, either directly or indirectly, by non-timely submissions; submission of items differing significantly from the intent of the Plans and/or Specifications; repeated submission of, or argument over, rejected elements or changes required for acceptance; arguments with the criteria or requirements of the Plans or Specifications; or any other such similar activities shall be at the expense of the CONTRACTOR.

D. It is the intent of the Contract Documents that the CONTRACTOR shall, in the first instance, submit Shop Drawings of elements which meet or exceed the requirements of the Contract Documents and fit with the other elements of the work and the existing conditions. Activities such as those mentioned in Article 1.01 C, which are inimical to this intent will not be tolerated and may, at the sole discretion of the Engineer, subject the CONTRACTOR to costs for any delays, costs, damages or penalties suffered by the CITY due to such activities to include but not be limited to; extra engineering and overhead costs together with any liquidated or actual damages.

#### **1.02 DESCRIPTION OF WORK**

A. Submit to the Engineer for review and approval, Shop Drawings, test reports and data on materials, equipment, and material samples as required for the proper control of work, and as specified in the Specification sections. Shop Drawings shall be submitted for all materials and equipment to be furnished.

B. Within twenty calendar days after the effective date of the Contract, submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the CONTRACTOR from submitting complete Shop Drawings and



providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required to expedite final review of Shop Drawings.

- C. Maintain an accurate updated Shop Drawing submittal log which shall include the following items:
  - 1. Submittal Description and Number Assigned
  - 2. Specification Section
  - 3. Plans Sheet Number
  - 4. Date to Engineer
  - 5. Date Returned to CONTRACTOR (from Engineer)
  - 6. Status of Submittal (Approved, Approved as Noted, Rejected/Resubmit)
  - 7. Date of Resubmittal and Return (as Applicable)
  - 8. Date Material Release (for Fabrication)
  - 9. Projected Date of Fabrication
  - 10. Projected Date of Delivery to Site
  - 11. Status of O & M Manuals Submittal

### **1.03 CONTRACTOR'S RESPONSIBILITY**

- A. Furnish the Engineer with a schedule of Shop Drawings submittals, fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing, and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- B. Submit to the Engineer all plans and schedules sufficiently in advance of construction requirements to provide maximum time for checking and appropriate action from the time the Engineer receive them.
- C. It is the duty of the CONTRACTOR to check and approve all plans, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Plans and data shall bear CONTRACTOR's stamp showing that they have been checked and approved. Shop Drawings submitted to the Engineer without the CONTRACTOR's stamp and approval shall be returned to the CONTRACTOR for conformance with this requirement before Engineer's review. **Shop Drawings shall indicate any deviations in the submittal from requirements of the Project Documents and the CONTRACTOR shall state the reason why a deviation is required.**
- D. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
  - 1. Date
  - 2. Project Title and Number
  - 3. CONTRACTOR's name and address
  - 4. The number of each Shop Drawing, Data, and Sample submitted

5. Notification of Deviations from Project Documents

6. Submittal Log Number conforming to and referring to Specification Section Numbers. Submit three copies of Shop Drawings and of descriptive or product data submittals necessary to complement Shop Drawing. The Engineer will retain two sets.

- E. After receiving approval by the Engineer, the CONTRACTOR shall be responsible for submitting the Shop Drawings to the Building Department. Shop Drawings of all premanufactured items and all other Shop Drawings are required to obtain approval prior to manufacturing or installing the submitted items. The CONTRACTOR shall also be responsible for contesting any interpretations by the Building Department that CITY considers non-acceptable. The CONTRACTOR shall include in the bid prices, all costs for permits, fees and expenses associated with the submittals, including resubmittals (if any) of Shop Drawings to the Building Department. The Building Department as used in this paragraph shall be taken to mean the Miami-Dade County Building Department and/or other governing building authority appropriate to this project.
- F. Do not begin any of the work covered by a drawing, data, or a sample returned as "Rejected/Resubmit" until a revision or correction thereof has been reviewed and returned to the CONTRACTOR, by the Engineer, with approval or approval "As Noted". Be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to receiving Engineer's approval or approval "As Noted" of the necessary Shop Drawings.
- G. Be fully responsible for observing the need for and for making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment the CONTRACTOR proposes to supply, both as they pertain to the CONTRACTOR's own work, work of others, or of other Divisions herein or Trades and clearly show such changes on the Shop Drawings.
- H. When substitutions in materials or equipment are allowed, the CONTRACTOR shall make all necessary changes in adjacent or connected structures and equipment at his expense. Where contemplated changes, substitutions, or appurtenant work require engineering design, in the opinion of the Engineer, the CONTRACTOR shall have such design services performed at his expense. Said engineering design services shall be of an extent satisfactory to the Engineer whose word shall be final and shall be performed by a Registered Professional Engineer licensed to practice in the State of Florida.
- I. When substitutions in materials or equipment are allowed, the CONTRACTOR shall be solely responsible for all costs and time required by any differences in construction methods, fabrication or assembly required and no additional time will be allowed.

- J. The Miami-Dade Building Department requires that any changes made during construction which result in differences between the as constructed arrangement/elements and the arrangement/elements shown on the permitted plans be reconciled by re-permitting of the plan sheet or sheets affected by the construction changes prior to inspection. Thus, the plan sheet or sheets must be redrawn to reflect the construction change, signed, sealed, dated and re-submitted by the Engineer of Record for re-permitting.
- K. When a construction change, initiated by the CONTRACTOR or resulting from a change made by the CONTRACTOR, requires re-permitting as discussed in the preceding paragraph, the CONTRACTOR shall be responsible for all labor, material and equipment required to redraw the Plan sheet or sheets affected by the change to the satisfaction of the Engineer of Record and CITY. The costs for all work of this sort and all costs of re-permitting shall be borne by the CONTRACTOR and no extra compensation will be allowed.
- L. Determine and verify:
  - 1. Field measurements
  - 2. Field construction criteria
  - 3. Catalog numbers and similar data
  - 4. Conformance with specifications
  - 5. That installation and maintenance clearances are sufficient particularly when equipment or arrangement changes have been made

#### **1.04 ENGINEER'S REVIEW OF SHOP DRAWINGS**

- A. Engineer's review of plans, data, and samples, submitted by the CONTRACTOR will cover only general conformity to the Drawing and Specifications. The Engineer's review will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown. The review of plans and schedules will be general, and shall not be construed:
  - 1. As permitting any departure from the Contract requirements.
  - 2. As relieving the CONTRACTOR of responsibility for any errors, including detail, dimensions, and materials.
  - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

#### **B. Variations**

- 1. If the plans or schedules, as submitted, describe variations per paragraph 1.03 C, and show a departure from the Contract requirements which Engineer finds

to be in the interest of the City and to be so minor as not to involve a change in Contract price or time for performance, the Engineer may return the reviewed plans without noting an exception.

2. If the plans or schedules, as submitted, describe variations, and show a departure from the Contract requirements which the Engineer finds to be minor enough to be corrected by redlining the submittal, the engineer will mark and return the submittal marked "Approved as Noted." The redlined corrections shall be as binding on the CONTRACTOR as would be a resubmission embodying the same corrections.

C. When reviewed by the Engineer, each of the Shop Drawings shall be stamped and dated to indicate it had been reviewed. Shop Drawings stamped "Revise and Resubmit" and with required corrections shown will be returned to the CONTRACTOR for correction and resubmittal.

D. Resubmittals will be handled in the same manner as first submittals. On resubmittals the CONTRACTOR shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions and corrections required by the Engineer on previous sub- missions. The CONTRACTOR shall make any corrections required by the Engineer.

E. If the CONTRACTOR considers any correction indicated on the Shop Drawings to constitute a change to the Project Plans or Specifications, the CONTRACTOR shall give written notice thereof to the Engineer who will render a decision which shall be final. After the decision has been made, the CONTRACTOR shall without delay, provide the corrections to the plans.

F. When the Shop Drawings have been approved by the Engineer, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

G. No partial submittals will be reviewed. Submittals not complete will be returned to the CONTRACTOR for resubmittal. Unless otherwise specifically permitted by the Engineer, all submittals shall be made in groups containing all associated items for systems, processes or as indicated in specific specifications sections. All plans, schematics, manufacturer's product data, certifications and other Shop Drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

#### 1.05 SHOP DRAWINGS

A. When used in the Project Documents, the term "Shop Drawings" shall be considered to mean CONTRACTOR's plans for materials and equipment which become an integral part of the Project. These Shop Drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance/test data shall be considered only as supportive to required

Shop Drawings as defined above.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations, and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Information which is not applicable to the Work shall be deleted by striking or cross hatching.

C. Each Shop Drawing shall have a blank area 3½ inches by 3½ inches, located adjacent to the title block. The title block shall display the following:

2. Project Title and Number
3. Name of Project Building or Structure
4. Number and Title of the Shop Drawing
5. Date of Shop Drawing or Revision
6. Name of CONTRACTOR and Subcontractor Submitting Drawing
7. Supplier/Manufacturer
8. Separate Detailer when Pertinent
9. Specification Title and Number
10. Specification Section
11. Application Project Drawing Number

D. If plans show variations from Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If no explanation of these variations is provided, the CONTRACTOR shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such plans have been reviewed and approved.

E. For all mechanical and electrical equipment furnished, provide a list including the equipment name, address of and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

F. All manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least five years, unless otherwise specified. Manufacturers and/or equipment which fails to meet the specified experience period will be considered if the manufacturer or supplier provides a bond or cash deposit which will guarantee replacement of the equipment or process in the event of failure or unsatisfactory service.

G. Only the Engineer will utilize the color "red" in marking Shop Drawing submittals.

## **1.06 REQUIRED INFORMATION**

A. Submit, as applicable, the following for all prefabricated or manufactured structural, mechanical, electrical, plumbing, process system, and equipment work:

1. Shop Drawings or equipment drawings, including dimensions, size, and location of connections to other work, and weight of equipment.
2. Catalog information and cuts.
3. Installation or placing plans for equipment, drives, and bases.
4. Supporting calculations, signed, and sealed by a Florida Registered Engineer when required, for equipment and associated supports, or hangers required or specified to be designed by equipment manufacturers.
5. Signed and sealed calculations and plans by in-house Florida Registered Professional Engineer for structural systems, indicating compliance to the structural design criteria specified in the Plans.
6. Complete manufacturer's specifications, including materials description and paint system.
7. Performance data and pump curves.
8. Suggested spare parts with current price information.
9. List of special tools required for testing, checking, parts replacement, and maintenance. (Special tools are those which have been specially designed or adapted for use on parts of the equipment and are not customarily and routinely carried by maintenance mechanics).
10. List of special tools furnished with the equipment.
11. List of materials and supplies required for the equipment prior to, and during startup.
12. List of materials or supplies furnished with the equipment.
13. Special handling instructions.
14. Requirements for storage and protection prior to installation.
15. Requirements for routine maintenance required prior to equipment startup.
16. List of all requested exceptions to the Project Documents.

#### **1.07 SUBMITTAL REQUIRED FOR FOREIGN MANUFACTURED ITEMS**

A. In addition to the submittal requirements stated above, suppliers of foreign manufactured items shall submit the names and addresses of companies within the United States that maintain technical service representatives and a complete inventory of spare parts and accessories for each foreign-made item proposed for incorporation into the Work. Failure to prove these capabilities shall be cause for rejection of the foreign manufactured items.

B. Foreign manufactured equipment and materials shall in all cases be clearly and permanently marked with the manufacturer's name and country of origin of the item. The name of the U.S. importing/supplying firm is not acceptable. Shop Drawing submittals of foreign-made items shall be accompanied by written information to include name and location (i.e., country, City, and street address) of the manufacturer. This requirement shall also apply to the foreign made elements of items assembled in this country from parts wholly or partially manufactured overseas.

1. The words, "Permanently Marked" as used in this paragraph shall mean; die stamped, cast-in, welded, or otherwise marked such that the removal of the marking by any mechanical or chemical means will result in obvious permanent damage to the surface marked. These markings shall be on surfaces which are not hidden by assembly.

C. Where specified elsewhere herein or at the sole discretion of the Engineer, whose word shall be final, supply verification of quality, suitability, or other aspects, as directed by the Engineer, from a Professional Engineer licensed to practice in the State of Florida or the state where the supplying U.S. firm is located. The verification shall be signed, sealed, and dated. All costs for this verification shall be at the sole expense of the CONTRACTOR and no extra compensation will be allowed. Verification by foreign-based engineers, firms, manufacturers, etc. will not be acceptable. Verification by means of a very stringent foreign testing agency/standard (for example ISO 9000 series) may be acceptable. However, this shall again be at the sole discretion of the Engineer and the full burden of proof and satisfaction of CITY shall rest with the CONTRACTOR. No extra time will be permitted due to the requirement for verification and the CONTRACTOR has the sole responsibility to make his submittals with all necessary information in a timely fashion.

D. Items which are fabricated (i.e., assembled in this country from partially or wholly foreign manufactured parts) may also be required to have verification of their foreign made elements as specified for wholly foreign made items in the preceding paragraph.

E. Any items in contact with or being added to potable water shall conform with NSF/ANSI 61 or 60, as appropriate.

## **1.08 SAMPLES**

A. Furnish for the approval of the Engineer, samples required by the Project Documents or required by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The CONTRACTOR shall prepay all shipping charges on samples. Materials or equipment for

which samples are required shall not be used in work until approved by the Engineer.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

4. Functional characteristics of the product, with integrally related parts and attachment devices
5. Full range of color, texture, and pattern
6. A minimum of two samples of each Item shall be submitted

C. Each sample shall have a label indicating:

1. Name of Project
2. Material or Equipment Represented
3. Name of Producer and Brand (if any)
4. Location in Project

D. Prepare a transmittal letter in triplicate for each shipment of samples containing the information specified herein in Paragraph 1.06 A. Enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use specified and shall not be construed to change or modify any Contract requirements.

E. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved shall be returned to the CONTRACTOR at his expense, if so, requested at time of submission.

## **1.09 SUBSTITUTIONS**

A. Changes in products, materials, equipment, and methods of construction required by the Contract Documents, which are proposed by the CONTRACTOR after award of the Contract, are considered to be requests for substitutions. Where the Plans and/or Specifications designate the products of a particular manufacturer, the product specified has been found suitable for the intended use. Articles or products of similar characteristics may be offered for the approval of the Engineer, whose decision shall be final. Copies of complete descriptive data shall be furnished regarding all materials furnished by the CONTRACTOR, consisting of Dimension drawings, catalog references, product data, cost, and other information necessary to clearly identify and evaluate each article. When substitutions are permitted, the CONTRACTOR shall make all necessary changes in adjacent, connected, or other structures and equipment at his expense.

B. Where engineer-recommended changes, substitutions or appurtenant work require engineering design, the CONTRACTOR shall have such design services performed. Those engineering design services shall be of an extent satisfactory to the Engineer, whose decision shall be final. Engineering services for engineer-recommended changes, substitutions, or appurtenant work, shall be performed by a Registered Professional Engineer licensed to



practice in the State of Florida.

C. Unless specifically authorized by the Engineer in writing, no additional contract time will be allowed, and a decrease in time may be appropriate.

END OF SECTION

## SECTION 00010 – ATTACHMENTS

"General Decision Number: FL20210178 01/01/2021

Superseded General Decision Number: FL20200178

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
|---------------------|------------------|

|   |            |
|---|------------|
| 0 | 01/01/2021 |
|---|------------|

\* ELEC0349-002 09/01/2020

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 36.36 | 11.82   |

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SUFL2013-039 08/19/2013

|                | Rates    | Fringes |
|----------------|----------|---------|
| CARPENTER..... | \$ 17.84 | 0.00    |

CEMENT MASON/CONCRETE

|  |      |
|--|------|
| FINISHER, Includes Form Work.....\$ 15.49  | 0.00 |
| FENCE ERECTOR..... \$ 12.82  | 0.00 |
| HIGHWAY/PARKING LOT STRIPING:<br>Operator (Striping Machine) ..... \$ 15.07  | 0.00 |
| HIGHWAY/PARKING LOT STRIPING:<br>Painter..... \$ 12.13   | 0.00 |
| HIGHWAY/PARKING LOT STRIPING:<br>Operator (Spray Nozzleman) .....\$ 11.16  | 0.00 |
| INSTALLER - GUARDRAIL..... \$ 13.43  | 0.00 |
| IRONWORKER, ORNAMENTAL.....\$ 13.48  | 0.00 |
| IRONWORKER, REINFORCING.....\$ 18.43   | 0.00 |
| IRONWORKER, STRUCTURAL.....\$ 16.42  | 0.00 |
| LABORER (Traffic Control<br>Specialist incl. placing of<br>cones/barricades/barrels -<br>Setter, Mover, Sweeper) .....\$ 11.59 | 0.00 |
| LABORER: Asphalt, Includes<br>Raker, Shoveler, Spreader and<br>Distributor.....\$ 12.31  | 0.00 |
| LABORER: Common or General..... \$ 10.69   | 0.00 |
| LABORER: Flagger.....\$ 12.53  | 0.00 |
| LABORER: Grade Checker.....\$ 12.41  | 0.00 |
| LABORER: Landscape &<br>Irrigation.....\$ 9.02   | 0.00 |
| LABORER: Mason Tender -<br>Cement/Concrete.....\$ 13.91  | 3.50 |
| LABORER: Pipelayer.....\$ 15.02  | 0.00 |
| OPERATOR:<br>Backhoe/Excavator/Track hoe.....\$ 16.24  | 0.00 |
| OPERATOR: Bobcat/Skid<br>Steer/Skid Loader.....\$ 12.88  | 0.00 |
| OPERATOR: Boom.....\$ 18.95  | 0.00 |

|  |      |
|--|------|
| OPERATOR: Boring Machine.....\$ 15.29                              | 0.00 |
| OPERATOR: Broom/Sweeper.....\$ 13.01                               | 0.00 |
| OPERATOR: Bulldozer.....\$ 16.77                                   | 0.00 |
| OPERATOR: Concrete Finishing<br>Machine.....\$ 15.44               | 0.00 |
| OPERATOR: Concrete Saw.....\$ 14.43                                | 0.00 |
| OPERATOR: Crane.....\$ 22.46                                       | 0.00 |
| OPERATOR: Curb Machine.....\$ 20.74                                | 0.00 |
| OPERATOR: Distributor.....\$ 13.29                                 | 0.00 |
| OPERATOR: Drill.....\$ 14.78                                       | 0.00 |
| OPERATOR: Forklift.....\$ 16.32                                    | 0.00 |
| OPERATOR: Gradall.....\$ 14.71                                     | 0.00 |
| OPERATOR: Grader/Blade.....\$ 20.22                                | 3.85 |
| OPERATOR: Loader.....\$ 15.53                                      | 0.00 |
| OPERATOR: Mechanic.....\$ 18.03                                    | 0.00 |
| OPERATOR: Milling Machine.....\$ 14.67                             | 0.00 |
| OPERATOR: Oiler.....\$ 16.32                                       | 0.00 |
| OPERATOR: Paver (Asphalt,<br>Aggregate, and Concrete).....\$ 13.61 | 0.00 |
| OPERATOR: Piledriver.....\$ 17.23                                  | 0.00 |
| OPERATOR: Post Driver<br>(Guardrail/Fences).....\$ 14.45           | 0.00 |
| OPERATOR: Roller.....\$ 13.67                                      | 0.00 |
| OPERATOR: Scraper.....\$ 12.01                                     | 0.00 |
| OPERATOR: Screed.....\$ 14.15                                      | 0.00 |
| OPERATOR: Tractor.....\$ 12.19                                     | 0.00 |

|                                  |          |      |
|----------------------------------|----------|------|
| OPERATOR: Trencher.....          | \$ 14.74 | 0.00 |
| PAINTER: Spray.....              | \$ 16.52 | 0.00 |
| SIGN ERECTOR.....                | \$ 12.96 | 0.00 |
| TRAFFIC SIGNALIZATION:           |          |      |
| Traffic Signal Installation..... | \$ 19.07 | 0.00 |
| TRUCK DRIVER: Distributor        |          |      |
| Truck.....                       | \$ 14.96 | 2.17 |
| TRUCK DRIVER: Dump Truck.....    | \$ 12.19 | 0.00 |
| TRUCK DRIVER: Flatbed Truck....  | \$ 14.28 | 0.00 |
| TRUCK DRIVER: Lowboy Truck...    | \$ 15.07 | 0.00 |
| TRUCK DRIVER: Slurry Truck.....  | \$ 11.96 | 0.00 |
| TRUCK DRIVER: Vactor Truck.....  | \$ 14.21 | 0.00 |
| TRUCK DRIVER: Water Truck.....   | \$ 13.17 | 1.60 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts). Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

## **WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

**Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210**

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

**Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210**

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

**Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210**

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

## **EXHIBITS**

## **EXHIBIT A MINIMUM INSURANCE REQUIREMENTS**

### **I. Commercial General Liability**

#### **A. Limits of Liability**

|   |             |
|---|-------------|
| Bodily Injury & Property Damage Liability |             |
| Each Occurrence                           | \$2,000,000 |
| Policy Aggregate (Per job or project)     | \$4,000,000 |
| Personal & Advertising Injury             | \$1,000,000 |
| Products & Completed Operations           | \$2,000,000 |

#### **B. Endorsements Required**

City of Doral listed as an additional insured  
Florida Department of Transportation listed as an additional insured  
Contingent & Contractual Liability  
Premises and Operations Liability  
Primary Insurance Clause Endorsement  
Explosion, Collapse & Underground Hazard

Waiver of Subrogation in favor of City

### **II. Business Automobile Liability**

#### **A. 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 |

#### **B. Endorsements Required**

City of Doral listed as an additional insured  
Florida Department of Transportation listed as an additional insured

### **III. Workers Compensation**

Statutory- State of Florida

#### **Employer's Liability**

#### **A. Limits of Liability**

\$1,000,000 for bodily injury caused by an accident, each accident  
\$1,000,000 for bodily injury caused by disease, each employee  
\$1,000,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

- V. 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 the City and FDOT as Additional Insured status.

**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 policies do not contain such a provision, it is the responsibility of the CONTRACTOR to provide such notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida  
8401 NW 53<sup>rd</sup> 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.

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.

**“EXHIBIT B”**  
**CHANGE ORDER FORM**



*For all the right reasons! SM*

|                          |
|--------------------------|
| <b>CHANGE ORDER FORM</b> |
|--------------------------|

|                        |  |                             |  |
|------------------------|--|-----------------------------|--|
| <b>To Contractor:</b>  |  | <b>Change Order Number:</b> |  |
|                        |  | <b>Proposal Number:</b>     |  |
| <b>Project Name:</b>   |  |                             |  |
| <b>Project Number:</b> |  |                             |  |

The City and Contractor hereby agree to perform the changes to the work as shown on the revised plans approved on: \_\_\_\_\_ and/or the additional work as described on Proposal Number: \_\_\_\_\_, dated \_\_\_\_\_.

**PROPOSAL DESCRIPTION:**

**Total Amount of this Change Order:** \_\_\_\_\_

The City and Contractor agree to modify the original Contract by the following CHANGE ORDER amount:

|   |  |
|---|--|
| Original Contract Amount.....   |  |
| Net change by Previous authorized Change Orders.....                                    |  |
| Contract Amount prior to this Change Order.....   |  |
| Contract Amount will be <b>(increased)</b> (decrease) (unchanged) in the amount of..... |  |
| New Contract Amount including this Change Order.....                                    |  |
| Contract Time will be (increased) (decreased) <b>(unchanged)</b> by.....                |  |

ACCEPTANCE: The above prices and specifications of the Change Order Proposal are satisfactory and are hereby accepted. \_\_\_\_\_ will perform the above stated work under the same terms and conditions as specified in original contract unless otherwise noted.

|   |                    |
|---|--------------------|
| <b>Contractor Signature:</b> _____      | <b>Date:</b> _____ |
| <b>Title:</b> _____                     |                    |
| <b>Authorized CITY Signature:</b> _____ | <b>Date:</b> _____ |
| <b>Title:</b> _____                     |                    |



**CITY OF DORAL**  
**PUBLIC WORKS DEPARTMENT**

**EXHIBIT-D**

**PARTIAL WAIVER AND RELEASE OF LIEN  
(Contractor/Prime)**

**LET THE FOLLOWING BE KNOWN:**

That the undersigned lienor in consideration of the **Progress** payment in the amount of \_\_\_\_\_, has been paid in full all amounts due and owed to it by **The City of Doral** and does hereby waive, release and relinquish any and all rights, liens, lien rights, claims or demands of any kind whatsoever, through \_\_\_\_\_, (date) against **City of Doral** the owner, its officials and/or assignees and its surety if one exists, arising out of or in connection with the following project:

Project No.: \_\_\_\_\_  
Location: \_\_\_\_\_  
County/State: \_\_\_\_\_

**IN WITNESS WHERE OF**, I have hereunto set my hand seal this \_\_\_\_\_ day of \_\_\_\_\_; 20\_\_\_\_\_

Lienor's Name: \_\_\_\_\_

By: (sign): \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct to the best of my knowledge and belief.

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, (year), by \_\_\_\_\_ on behalf of \_\_\_\_\_ (lienor) [ ] who is personally known to me or [ ] who produced \_\_\_\_\_ as identification and who [ ] did [ ] did not take an oath.

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



*"For all the right reasons" SM*

**CITY OF DORAL**  
**PUBLIC WORKS DEPARTMENT**

**EXHIBIT-E**

**PARTIAL WAIVER AND RELEASE OF LIEN  
(Sub-Contractor/Supplier)**

**LET THE FOLLOWING BE KNOWN:**

That the undersigned lienor in consideration of the **Progress** payment in the amount of \_\_\_\_\_, has been paid in full all amounts due and owed to it by \_\_\_\_\_ (Prime Contractor) and does hereby waive, release and relinquish any and all rights, liens, lien rights, claims or demands of any kind whatsoever, through \_\_\_\_\_, (date) against \_\_\_\_\_ (Prime Contractor) and City of Doral the owner, its successors and/or assigns and its surety if one exists, arising out of or in connection with the following project:

Project No.: \_\_\_\_\_  
Location: \_\_\_\_\_  
County/State: \_\_\_\_\_

**IN WITNESS WHERE OF**, I have hereunto set my hand seal this \_\_\_\_\_ day of \_\_\_\_\_; 20\_\_\_\_\_

Lienor's Name: \_\_\_\_\_

By: (sign): \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct to the best of my knowledge and belief.

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, (year), by \_\_\_\_\_ on behalf of \_\_\_\_\_ (lienor) ☐ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification and who ☐ did ☐ did not take an oath.

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



*"For all the right reasons!"<sup>SM</sup>*

## CITY OF DORAL PUBLIC WORKS DEPARTMENT

## EXHIBIT - F

### Contractor check list of items required for Progress Payment

- ☐ AIA Payment Requisition Form (notarized)
- ☐ Certified Payrolls (if applicable)
- ☐ Copy of Project Schedule (as of date of invoice)
- ☐ Red-Line as-builts (highlighting items invoiced)
- ☐ Partial Release of Lien OR Consent of Surety (2<sup>nd</sup> invoice on) \*\*\*City Form\*\*\* (Subs/Suppliers/Prime)
- ☐ Certification of Contractor (2<sup>nd</sup> invoice on)\*\*\*City Form\*\*\*
- ☐ Contractor's Notification List of Suppliers and Subcontractors\*\*\*City Form\*\*\*
- ☐ Final Release of Lien \*\*\*City Form\*\*\* (Subs/Suppliers/Prime)

### CEI check list of items required for City process of Progress Payment

- ☐ Letter of recommendation for payment certifying quantities submitted and installed as per Contract Specifications .
- ☐ \*\*Copies will be utilized to initiate payment process.\*\*  
However, **Originals** will be collected prior to payment made by the City. Subsequent payment application will not be processed until Original Copies of previous invoice's executed documents are collected.





*"For all the right reasons!"<sup>SM</sup>*

**CITY OF DORAL**  
**PUBLIC WORKS DEPARTMENT**

**EXHIBIT-G**

**Certification of Contractor**

**Contract Number:** \_\_\_\_\_

**CERTIFICATION OF THE CONTRACTOR**

According to the best of my knowledge and belief, I certify that all work has been performed and materials supplied in full accordance with the terms and conditions of the Contract. I further certify that payments in full have been made by the contractor to all persons, firms and corporations supplying labor, materials or supplies, used directly or indirectly by the contractor or by any subcontractor in the prosecution of the work provided for said contract.

INVOICE NO.: \_\_\_\_\_

FOR PERIOD ENDING: \_\_\_\_\_

Date: \_\_\_\_\_ Contractor: \_\_\_\_\_

(Print or Type Name of Contractor)

Affix corporate seal if a corporation

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

By: \_\_\_\_\_  
(Signature of Officer, Partner, or Owner)

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (year), by \_\_\_\_\_ on behalf of \_\_\_\_\_ (lienor) [ ] who is personally known to me or [ ] who produced \_\_\_\_\_ as identification and who [ ] did [ ] did not take an oath.

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**CITY OF DORAL**  
PUBLIC WORKS DEPARTMENT

**EXHIBIT - H**

**Contractor's Notification List of Suppliers and Subcontractors**

**Directions:**

The Contractor shall prepare this form by listing only the suppliers who have provided services and materials, and the subcontractors who have worked on this contract during **THIS** invoiced period.

**Contractor Name** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**Invoice No.** \_\_\_\_\_

**Invoice Period:** \_\_\_\_\_

| Name of Company | Supplier                 | Subcontractor            |
|-----------------|--------------------------|--------------------------|
|                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                 | <input type="checkbox"/> | <input type="checkbox"/> |
|                 | <input type="checkbox"/> | <input type="checkbox"/> |

**Contractor:**

According to the best of my knowledge and belief, the above list constitutes a complete listing of all the appropriate suppliers and subcontractors for which we will promptly furnish a duly executed Affidavit and Release from each.

**Contractor Representative:**

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**City of Doral:**

According to the best of our knowledge and belief, we have reviewed the list on this form, which was prepared and submitted by the contractor, and found it to be a complete listing

**Inspector:**

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)



*"For all the right reasons!"<sup>SM</sup>*

**CITY OF DORAL**  
PUBLIC WORKS DEPARTMENT

**EXHIBIT-I**

**FINAL WAIVER AND RELEASE OF LIEN  
(Contractor/Prime)**

**LET THE FOLLOWING BE KNOWN:**

That the undersigned lienor in consideration of the **Final** payment in the amount of \_\_\_\_\_, has been paid in full all amounts due and owed to it by **The City of Doral** and does hereby waive, release and relinquish any and all rights, liens, lien rights, claims or demands of any kind whatsoever, through \_\_\_\_\_, (date) against **City of Doral** the owner, its officials and/or assignees and its surety if one exists, arising out of or in connection with the following project:

Project No.: \_\_\_\_\_  
Location: \_\_\_\_\_  
County/State: \_\_\_\_\_

**IN WITNESS WHERE OF**, I have hereunto set my hand seal this \_\_\_\_\_ day of \_\_\_\_\_; 20\_\_\_\_\_

Lienor's Name: \_\_\_\_\_  
By: (sign): \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct to the best of my knowledge and belief.

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, (year), by \_\_\_\_\_ on behalf of \_\_\_\_\_ (lienor) ☐ who is personally known to me or ☐ who produced \_\_\_\_\_ as identification and who ☐ did ☐ did not take an oath.

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



*"For all the right reasons" SM*

**CITY OF DORAL**  
PUBLIC WORKS DEPARTMENT

**EXHIBIT-J**

**FINAL WAIVER AND RELEASE OF LIEN  
(Sub-Contractor/Supplier)**

**LET THE FOLLOWING BE KNOWN:**

That the undersigned lienor in consideration of the Final payment in the amount of \_\_\_\_\_, has been paid in full all amounts due and owed to it by \_\_\_\_\_ (Prime Contractor) and does hereby waive, release and relinquish any and all rights, liens, lien rights, claims or demands of any kind whatsoever, through \_\_\_\_\_, (date) against \_\_\_\_\_ (Prime Contractor) and City of Doral the owner, its successors and/or assigns and its surety if one exists, arising out of or in connection with the following project:

Project No.: \_\_\_\_\_  
Location: \_\_\_\_\_  
County/State: \_\_\_\_\_

**IN WITNESS WHERE OF**, I have hereunto set my hand seal this \_\_\_\_\_ day of \_\_\_\_\_; 20\_\_\_\_\_

Lienor's Name: \_\_\_\_\_

By: (sign): \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct to the best of my knowledge and belief.

The foregoing instrument was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (year), by \_\_\_\_\_ on behalf of \_\_\_\_\_ (lienor) [ ] who is personally known to me or [ ] who produced \_\_\_\_\_ as identification and who [ ] did [ ] did not take an oath.

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



**CITY OF DORAL**  
**PUBLIC WORKS DEPARTMENT**

**EXHIBIT - K**

**TO: City of Doral**

**RE: RFQ 2019-37 - Public Works Warehouse Retrofit (WO #1) - Labor Burden Declaration**

**DATE:** \_\_\_\_\_

Below please find \_\_\_\_\_ (Company Name) labor burden breakdown.

**Labor Burden Breakdown**

| <b><u>Description</u></b> | <b><u>Rate</u></b> |
|---------------------------|--------------------|
| FICA                      | %                  |
| Medicare                  | %                  |
| FUTA                      | %                  |
| SUTA                      | %                  |
| Workers Compensation      | %                  |
| Vacation Benefits         | %                  |
| Sick Day Benefits         | %                  |
| 401K/Investment Benefits  | %                  |
| Other Benefits            | %                  |
|                           | =====              |
| Total                     | %                  |

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I \_\_\_\_\_ (**Firm's CPA print name**) hereby  
acknowledge that the statements contained in the Labor Burden Declaration above are true and  
correct as of the date on this document.

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ (**Firm's CPA sign name**) on behalf  
of \_\_\_\_\_ (**Contractor Firm Name**) [ ] who is personally  
known to me or [ ] who produced \_\_\_\_\_ as identification and  
who [ ] did [ ] did not take an oath.

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



### CONTRACTORS' COMPLIANCE FORM – SECTION 3

Contractor and all subcontractor(s) must sign, date and deliver this form monthly to the project's Contract Manager.

Project Name \_\_\_\_\_

Project Location \_\_\_\_\_

For the Month of \_\_\_\_\_

#### I. Hiring

\_\_\_ I have NOT hired any new employees during the month specified.

\_\_\_ I have hired \_\_\_ Section 3 employees, and/or \_\_\_ non-Section 3 employees during the month.

#### II. Recruitment

\_\_\_ I have advertised to fill vacancy(ies) at the site(s) where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.

\_\_\_ Placed signs or posters in prominent places at project site(s).

\_\_\_ Taken photographs of the above item to document that the above step was carried out.

\_\_\_ Distributed employment flyers to the administrative office of the local Public Housing

Authority.

\_\_\_ Kept a log of all applicants and indicated reasons why Section 3 residents who applied were not hired.

\_\_\_ Retained copies of any employment applications completed by Section 3 residents.

#### III. Verification

\_\_\_ I have attached proof of all checked items.

I hereby certify that the above information is true and correct.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Business \_\_\_\_\_



Florida Department of Economic Opportunity | Caldwell Building |  
107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](https://twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to Individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



## **EXHIBIT L**

### **Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must



report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must



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

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

## **EXHIBIT M**

### **Part 75 - Economic Opportunities For Low- And Very Low-Income Persons**

**Authority:** [12 U.S.C. 1701u](#); [42 U.S.C. 3535\(d\)](#).

**Source:** [85 FR 61562](#), Sept. 29, 2020, unless otherwise noted.

#### **13.11** [Subpart A - General Provisions](#)

#### **13.12** [§ 75.1 Purpose.](#)

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 ([12 U.S.C. 1701u](#)) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

#### **13.13** [§ 75.3 Applicability.](#)

(a) **General applicability.** Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) **Public housing financial assistance.** Public housing financial assistance means:

- (i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);
- (ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;
- (iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and
- (iv) The entirety of a mixed-finance development project as described in [24 CFR 905.604](#), regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in [paragraphs \(a\)\(1\)\(i\)](#) through [\(iii\)](#) of this section.

(2) **Section 3 projects.**

- (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 ([12 U.S.C. 1701z-1](#) or [1701z-2](#)), the Lead-Based Paint Poisoning

Prevention Act ([42 U.S.C 4801](#) *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851](#) *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in [paragraph \(a\)\(2\)\(i\)](#) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) ***Contracts for materials.*** Section 3 requirements do not apply to material supply contracts.

(c) ***Indian and Tribal preferences.*** Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act ([25 U.S.C. 5307\(b\)](#)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act ([25 U.S.C. 4111\(k\)](#)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) ***Other HUD assistance and other Federal assistance.*** Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

#### **13.14** [§ 75.5 Definitions.](#)

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in [24 CFR part 5](#). The following definitions also apply to this part:

*1937 Act* means the United States Housing Act of 1937, [42 U.S.C. 1437](#) *et seq.*

*Contractor* means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

*Labor hours* means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

*Low-income person* means a person as defined in Section 3(b)(2) of the 1937 Act.

*Material supply contracts* means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

*Professional services* means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

*Public housing financial assistance* means assistance as defined in [§ 75.3\(a\)\(1\)](#).

*Public housing project* is defined in [24 CFR 905.108](#).

*Recipient* means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

*Section 3* means Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. 1701u](#)).

*Section 3 business concern* means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

*Section 3 project* means a project defined in [§ 75.3\(a\)\(2\)](#).

*Section 3 worker* means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

*Section 8-assisted housing* refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

*Service area or the neighborhood of the project* means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

*Small PHA* means a public housing authority that manages or operates fewer than 250 public housing units.

*Subcontractor* means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

*Subrecipient* has the meaning provided in the applicable program regulations or in [2 CFR 200.93](#).

*Targeted Section 3 worker* has the meanings provided in [§§ 75.11](#), [75.21](#), or [75.29](#), and does not exclude an individual that has a prior arrest or conviction.

*Very low-income person* means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

*YouthBuild programs* refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act ([29 U.S.C. 3226](#)).

### **13.15** [§ 75.7 Requirements applicable to HUD NOFAs for Section 3 covered programs.](#)

All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by [§ 75.3](#) will include notice that this part is applicable to the funding and may include, as appropriate for the specific NOFA, points or bonus points for the quality of Section 3 plans.