

## Exhibit C: Bikeway Service Areas and Clarifications

### On NW 117<sup>th</sup> Avenue

1. The work area **shall** be defined as the canal easement on the east side of the canal. The Contractor **shall** be responsible for providing services as described in this RFP from the water's edge to the property line.
2. The Contractor **will not** be responsible for servicing the area on the west side of the canal bank between the water's edge and NW 117<sup>th</sup> Avenue.

### On NW 58<sup>th</sup> Street

1. The work area **shall** be defined as the side of the canal easement on which the bikeway runs. The Contractor **shall** be responsible for providing services as described in this RFP from the water's edge to the property line or right of way.
2. The Contractor **will not** be responsible for providing services as described in this RFP on any canal easement that does have a bikeway.
3. The Contractor **will not** be responsible for servicing the bikeway running between 109<sup>th</sup> and 114<sup>th</sup> Avenue.

### On NW 50<sup>th</sup> Street

1. The work area **shall** be defined as everything on the north side of the bikeway to the right-of-way.
2. The Contractor **shall** maintain a three (3) feet strip on the south side along the bikeway.

### On 25<sup>th</sup> Street (Between NW 107 Avenue and NW 99 Avenue)

1. The work area shall be defined as the canal easement on the south side of the canal. The Contractor **shall** be responsible for providing services as described in this RFP from the water's edge to the right of way.
2. The Contractor **will not** be responsible for servicing the area on the north side of the canal easement.

### On 25<sup>th</sup> Street (Between NW 117 Avenue and NW 107 Avenue)

1. The work area shall be defined as the canal easement on the north side of the canal. The Contractor **shall** be responsible for providing services as described in this RFP from the water's edge to the right of way.
2. The Contractor **will not** be responsible for servicing the area on the north side of the canal easement.

### For all Bikeways

1. The Contractor **shall not** service any portions of the bikeway as described herein that are currently under construction. The City will provide written confirmation when the Contract can begin providing service to these areas.
2. The Contractor **shall** be responsible for providing service to any "end caps" where the bikeway is interrupted by City streets as illustrated in previous exhibits.
3. The Contractor **will not** be responsible for trimming any trees, shrubs or groundcover installed by adjacent property owners unless it interferes with traffic on the bikeway.







NW 114th Ave

NW 58th Street

Work Area

Google Earth



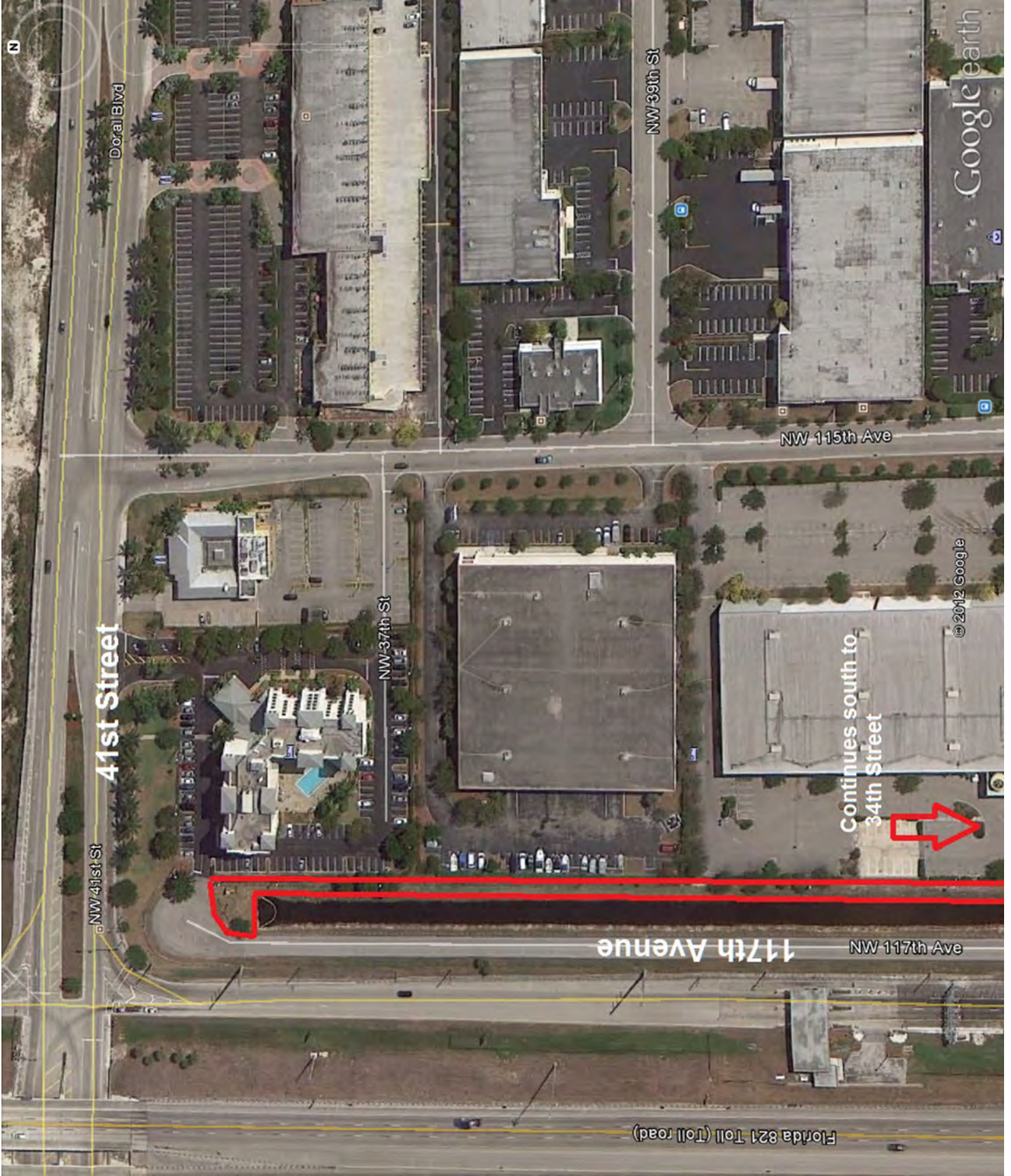












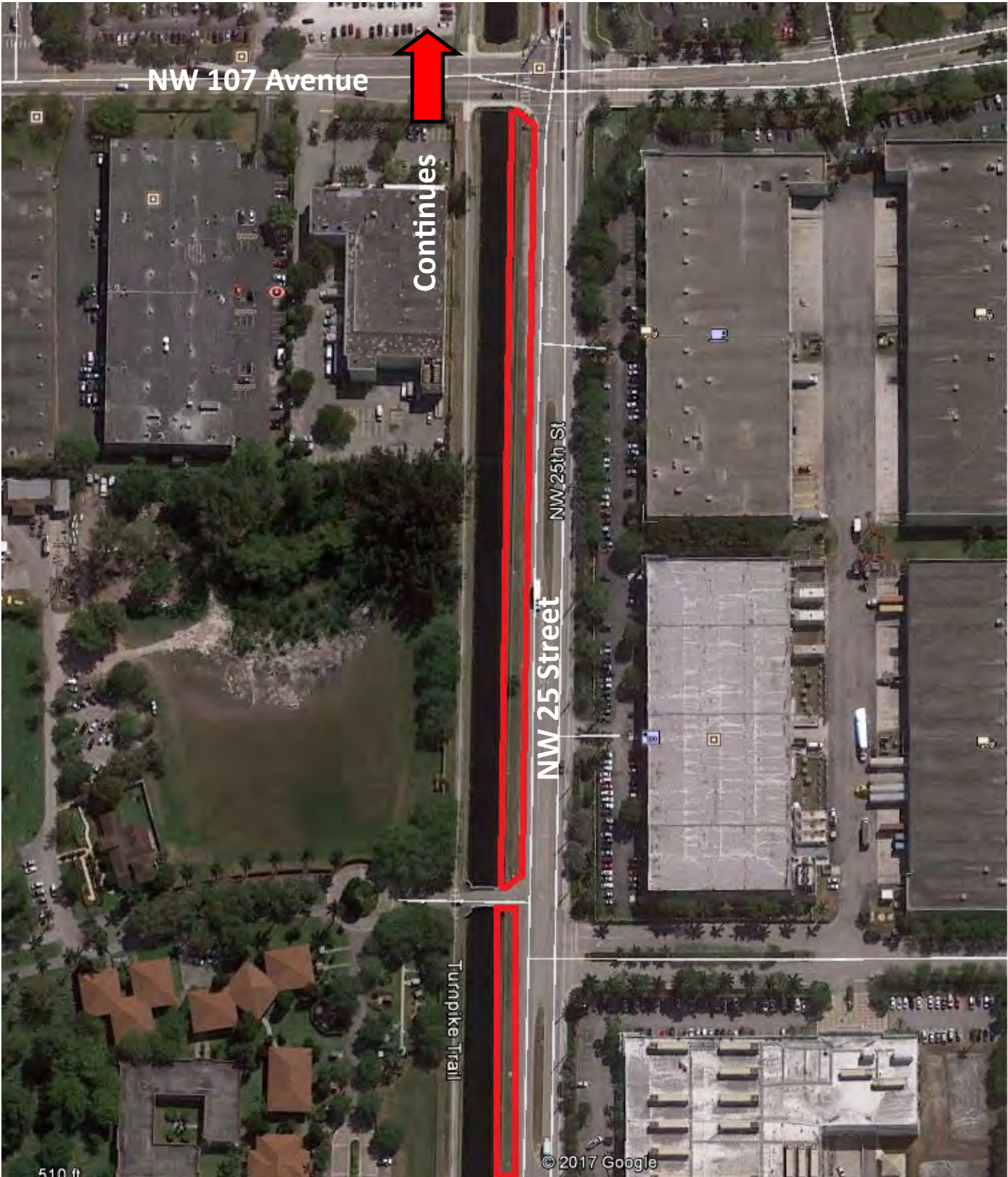












NW 107 Avenue

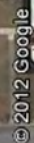
Continues

NW 25 Street

Turpike Trail

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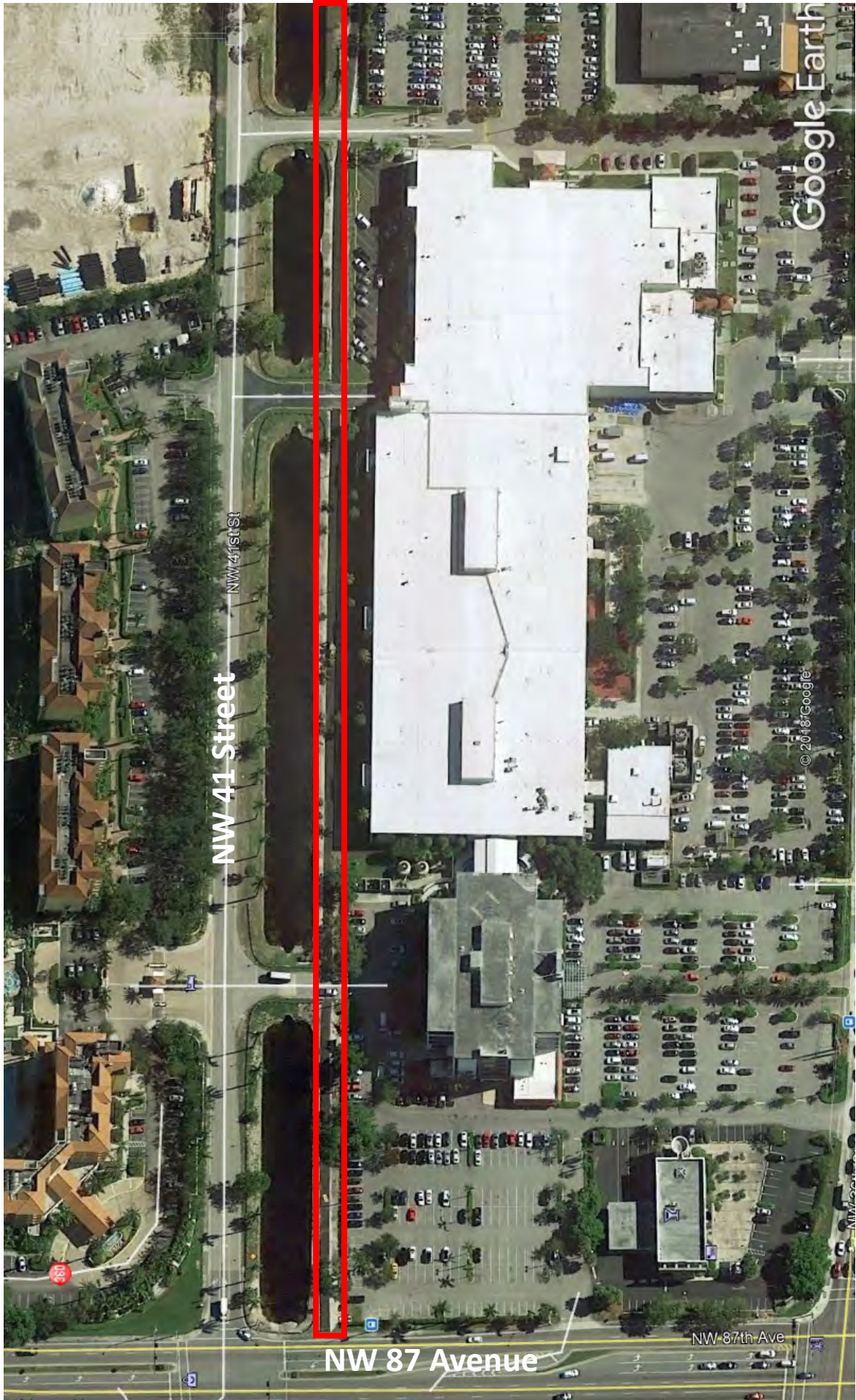












NW 41 Street

NW 47th St

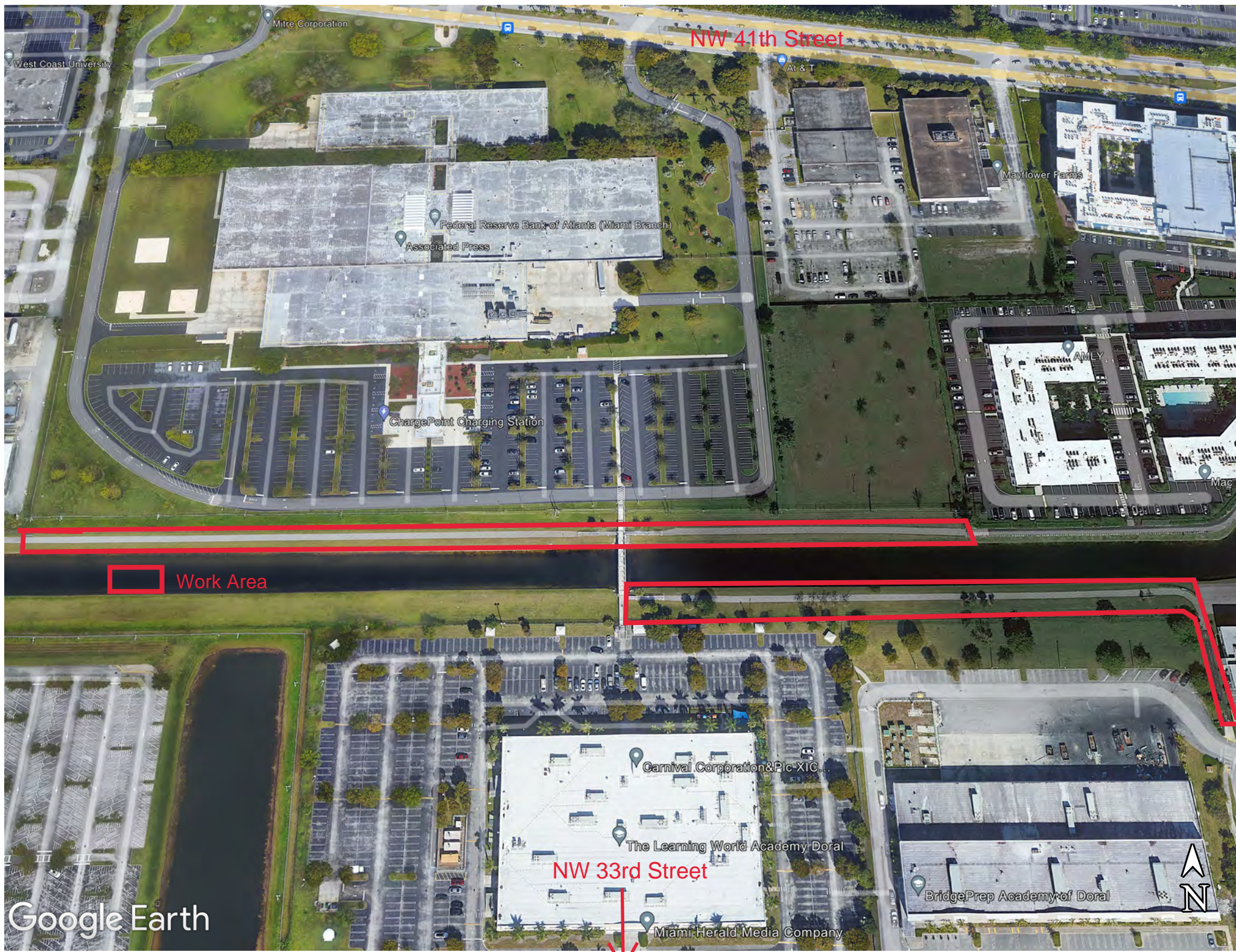
NW 87 Avenue

NW 87th Ave

Google Earth

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NW 41th Street

Work Area

NW 33rd Street

Google Earth





## Exhibit D - Group 2

### Scope of Work Doral





## Group 2 Scope of Work

### Doral Legacy Park





## **EXHIBIT "E"**

### **FEDERAL FUNDING TERMS AND CONDITIONS**

One or more projects issued under this Contract may involve the purchase of materials or services which will be acquired via funding that is received in whole or in part by the Federal government. Accordingly, in the event Federally-restricted funding is utilized in connection with the purchase of goods or services contemplated in the solicitation, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Proposer accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

#### **1. EQUITABLE ADJUSTMENT**

The Procurement Department may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the CONSULTANT's control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the CONSULTANT that continued performance of the contract would result in a substantial loss. CONSULTANT might have to supply documentation to justify any requested percentage increase in cost to the City of Doral.

#### **2. NON-APPROPRIATION OF FUNDS**

In the event no fund or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the CONSULTANT or his assignee of such occurrence, shall have the unqualified right to terminate the contract without penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

#### **3. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED**

As part of the ITQ, the Bidders are required to identify any and all Subcontractors that will be used in the performance of this proposed contract, their capabilities, experience, minority designation, as defined in Ordinance 10062 and the portion of the work to be done by the Subcontractor. Failure to identify any and all subcontractors in the Bid shall render the Bid non-responsive, unless the CONSULTANT submits this documentation to the City within five (5) working days after the bid opening.

The CONSULTANT shall not, at any time during the tenure of the contract, subcontract any part of his operations or assign any portion or part of the contract, to Subcontractor(s) not originally mentioned in their Bid, except under and by virtue of permission granted by the City through the proper officials.

Nothing contained in this specification shall be construed as establishing any contractual relationship between any Subcontractor(s) and the City. The CONSULTANT shall be fully responsible to the City for the acts and omissions of the Subcontractor(s) and their employees, as for acts and omissions of persons employed by the CONSULTANT.



#### **4. DAVIS-BACON ACT**

Federally assisted construction contracts must adhere to Davis-Bacon Act wages and benefits rate schedules. Each Bidder shall use the Federal Wages reflected in Wage General Decision Number- FL 180260 01/12/2018 FL260 in developing its bid for this project. The selected bidder/contractor shall be required to provide certified payroll records documenting the work performed on this project. Wage General Decision Number- FL 180260 01/12/2018 FL260 can be found in the Header/Attachment Section under Attachment A.

#### **5. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT**

- 1) The Contractor shall comply with 18 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **6. COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT**

- 1) Overtime Requirements: No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half time the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in case of the work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) Withholding for unpaid wages and liquidated damages: The City of Doral shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontract. The Contractor shall be responsible for compliance by any subcontractor or



lower tier subcontractor with the clauses set forth in paragraph (1) through (4) of this section.

**7. PARTS AT PASS-THROUGH COST (FOR REPAIRS OUTSIDE THE SCOPE OF WORK)**

All cost for parts required for repair jobs and not otherwise included in the scope of work shall be billed at the CONSULTANT's actual cost, and will be passed on to the City without markup or any additional fees. The CONSULTANT shall submit purchase receipt of parts along with the labor invoice for payment.

The CONSULTANT shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification. Replacement parts furnished must be of the same manufacturer or an equal product. All equipment and materials shall be commercial quality and grade, and be from a regular product line. Prototype, obsolete, and residential quality/grade equipment/materials shall not be specified or installed in the facilities.

**8. NOTIFICATION TO PERFORM WORK**

The CONSULTANT shall notify the CONSULTANT when an employee is on the property and for what purpose.

**9. BACKGROUND CHECKS**

The CONSULTANT shall be required to comply with the background screening specifications as listed in the Jessica Lunsford Act, Florida Statue § 1012-32.

The law requires that before contract personnel are permitted access on grounds when children are present, or if they will have direct contact with children, or have access to or control of school funds, they must have completed Level Two (2) screening requirements.

Prior to commencement of the project, the CONSULTANT shall provide Level Two (2) background screening results for all employees completing the work on park grounds.

**10. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of any resulting contract from an ITQ, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.



- 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of
- 7) September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**11. CLEAN AIR ACT**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Contractor agrees to report each violation to the City of Doral and understands and agrees that the City of Doral will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**12. FEDERAL WATER POLLUTION CONTROL ACT**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Contractor agrees to report each violation to the City of Doral and understands and agrees that the City of Doral will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.



**13. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligation or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**14. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**15. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Bidders who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer, or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Please refer to each ITQ for Federally Funded projects for the "Certification Regarding Lobbying" attachment. It is MANDATORY for the Bidders to return this form signed along with their bid for such federally funded project.

**16. PROCUREMENT OF RECOVERED MATERIALS**

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired;
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
- 2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**17. DHS, SEAL, LOGO, AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**19. ACCESS TO RECORDS**

- 1) The Contractor agrees to provide the City of Doral, the FEMA Administrator, the Comptroller General of



the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

## **20. SUSPENSION AND DEBARMENT**

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by City of Doral. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City of Doral, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.



## **SAMPLE CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his/her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officers or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that ll subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor/Contractor's Authorized Official

\_\_\_\_\_

Name and Title of Contractor/Contractor's Authorized Official

\_\_\_\_\_

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