

**SOLICITATION RESPONSE FORM****City of Doral ITB No. 2024-16  
Construction of Trolley Shelter Improvements**

Date Submitted	
Company Name	
Date of Entity Formation	
Entity Type (select one)	Corporation / Partnership / LLC / Other:
Corporate Address	
Office Location	
FEI/EIN No.	
Authorized Representative (Name and Title)	

1. Bidder has the following License (select at least one and attach copy):

- ☐ State Certified General Contractor License, provided by the State of Florida Construction Industry Licensing Board
- ☐ Certificate of Competency from Miami-Dade County Construction Trades Qualifying Board as a General Contractor

2. The undersigned Bidder/Proposer agrees, if this Bid is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this proposal and in accordance with the terms and conditions of the Contract.

3. Bidder/Proposer accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this ITB within ten days after the date of City's Notice of Award (If applicable).

4. By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

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

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

☐ Check here If no Addenda were issued.

5. Bidder/Proposer further warrants and represents that it has familiarized themselves with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

6. Bidder/Proposer further warrants and represents that it has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has

obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder/Proposer for such purposes.

7. Bidder/Proposer further warrants and represents that it has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Bidder/Proposer.
8. Bidder/Proposer further warrants and represents that this Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a false or sham Proposal; Bidder/Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder/Proposer has not sought by collusion to obtain for itself any advantage over any other Bidder/Proposer or over the City.
9. Bidder/Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
10. Bidder/Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.

11. Communications concerning this Proposal shall be addressed to:

Bidder/Proposer: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

12. The terms used in this response which are defined in the above-referenced Solicitation shall have the meanings assigned to them in such Solicitation.

#### STATEMENT

I understand that a "person" as defined in 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 officers, directors, executives, partners, shareholders, employees, members, and agents active in management of the entity.

SUBMITTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Authorized Representative Signature: \_\_\_\_\_

**BID PRICE SHEET**

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

Item Number	Description (CITY RIGHT-OF-WAY)	Unit	Qty.	Unit Price	Cost
104-10-3	SEDIMENT BARRIERS (SILT FENCE)	FT	162		
104-18	INLET PROTECTION SYSTEM	EA	1		
110-1-1	CLEARING AND GRUBBING (INCLUDES REMOVAL AND RELOCATION OF EXISTING BENCHS/SIGNS/TRASH RECEPTICALES TO "TEMPORARY" SITE TEN (10') FEET IMMEDIATELY ADJACENT TO NEW CONSTRUCTION FOOTPRINT)	AC	.0349		
110-1-1A	TREE PROTECTION	EA	2		
110-1-1B	MISCELLANEOUS SITE RESTORATION (INCLUDES SOD & SHELTER REMOVAL, IF NECESSARY)	LS	5		
110-4	REMOVAL OF EXISTING CONCRETE	SY	68		
110-21	TREE PROTECTION BARRIER	LF	65		
110-22	TREE ROOT AND BRANCH PRUNING	EA	4		
522-1	SIDEWALK CONCRETE (4" THICK) (INCLUDING PEDS. RAMPS W/CAST IN-PLACE CONCRETE DOMES)	SY	63		
522-22	SIDEWALK CONCRETE (6" THICK)	SY	4		
522-4	BUS SHELTER PAD CONCRETE	SY	57		
527-2	DETECTABLE WARNINGS	SF	10		
570-1-2	PERFORMANCE TURF	SF	470		
700-1-50	SINGLE POST SIGN (RELOCATE)	EA	2		
715-4-70	LIGHT POLE COMPLETE (LUMINAIRE, POLE, FOUNDATION), REMOVAL	EA	1		
751-35-13	ARCHITECTURAL, BUS SHELTER, F&I, 102-150 SF (REGULAR)	EA	5		
751-37	TRASH RECEPTACLE	EA	3		
751-37-1	TRASH RECEPTACLE (RELOCATE)	EA	2		

Item Number	Description (COUNTY RIGHT-OF-WAY)	Unit	Qty.	Unit Price	Cost
104-18	INLET PROTECTION SYSTEM	EA	1		
110-1-1	CLEARING AND GRUBBING (INCLUDES BENCH REMOVAL)	AC	.0354		
110-1-1A	TREE PROTECTION	EA	9		
110-1-1B	MISCELLANEOUS SITE RESTORATION (INCLUDES SOD & SHELTER REMOVAL, IF NECESSARY)	LS	5		
110-4	REMOVAL OF EXISTING CONCRETE	SY	85		
110-21	TREE PROTECTION BARRIER	LF	50		
110-22	TREE ROOT AND BRANCH PRUNING	EA	3		
522-1	SIDEWALK CONCRETE (4" THICK) (INCLUDING PEDS. RAMPS W/CAST IN-PLACE CONCRETE DOMES)	SY	84		
522-22	SIDEWALK CONCRETE (6" THICK)	SY	5		
522-4	BUS SHELTER PAD CONCRETE	SY	53		
570-1-2	PERFORMANCE TURF	SF	297		
700-1-50	SINGLE POST SIGN (RELOCATE)	EA	5		
751-35-13	ARCHITECTURAL, BUS SHELTER, F&I, 102-150 SF (REGULAR)	EA	4		
751-35-13S	ARCHITECTURAL, BUS SHELTER, F&I, 102-150 SF (SLIM)	EA	1		
751-37	TRASH RECEPTACLE	EA	1		

TOTAL BASE BID: \_\_\_\_\_

**NOTE 5% BID BOND MUST BE SEPARATELY SUBMITTED TO CITY CLERK'S OFFICE IN A SEALED ENVELOPE REFERENCING THIS ITB ON OR BEFORE THE SUBMISSION DEADLINE**

**BIDDER QUALIFICATION STATEMENT**

The Bidder's response to this questionnaire will be utilized as part of the City's evaluation to ensure that Bidder meets, to the satisfaction of the City, the minimum requirements for participating in this Solicitation. **PROPOSER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION'S MINIMUM QUALIFICATIONS. FAILURE TO MEET MINIMUM REQUIREMENTS WILL RESULT IN A DETERMINATION OF NON-RESPONSIVENESS. ADDITIONAL PROJECTS MAY BE ADDED BY COMPLETING ADDITIONAL COPIES OF THIS FORM, AS NEEDED. PLEASE REFER TO SECTION 3.3 OF THE ITB**

Project No. 1			
Project Name:			
Project Location:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Project No. 2			
Project Name:			
Project Location:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Project No. 3			
Project Name:			
Project Location:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner Name:		Reference Name:	
Reference Phone No.:		Reference Email:	

**LIST OF PROPOSED SUBCONTRACTORS**

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

SCOPE	SUBCONTRACTOR NAME, ADDRESS AND LICENSE #
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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

**BIDDER/PROPOSER AFFIDAVITS****Business Name:** \_\_\_\_\_

D.B.A.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I, the undersigned affiant do swear and affirm that I am an authorized agent of the above-named business ("Bidder") and authorized to make the following statements and certifications on Bidder's behalf:

**1. Ownership Disclosure**

Pursuant to City Code Section 2-384, the above-named Bidder hereby discloses the following principals, individuals, or companies with five percent (5%) or greater ownership interest in Bidder (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

The above-named Bidder hereby discloses the following subcontractors (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral ("City") shall have a financial interest in any transactions or any compensation to be paid under or through any transactions between Bidder and City, and further, that no City employee, nor any elected or appointed officer (including City 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 Bidder, 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 Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder.

Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder recognizes that with respect to any transactions between Bidder and City, if any Bidder 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 Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. The term "Bidder," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

## 2. Public Entity Crimes

1. Bidder is familiar with and understands the provisions of Section 287.133, Florida Statutes
2. Bidder further understands that a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Bidder list.
3. 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 Bidder list. (Attach a copy of the final order.)

## 3. Compliance With Foreign Entity Laws

Applicant certifies as follows:

- a. Bidder is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- b. The government of a foreign country of concern does not have a controlling interest in Bidder, as defined in Section 287.138, Florida Statutes.
- c. Bidder is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- d. Bidder does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- e. Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473.
- f. Bidder is not engaged in business operations in Cuba or Syria.
- g. Bidder is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel list in accordance with the requirements of Sections 287.135 and F.S. 215.473, Florida Statutes

## 4. Disability, Nondiscrimination, and Equal Employment Opportunity

Applicant certifies that Bidder is in compliance with and agrees to continue to comply with, and ensure that any subcontractor, or third party contractor under any and all contracts with the City of Doral 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, 229 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631

## **5. Conformance with OSHA Standards**

Applicant certifies and agrees that Applicant has 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 in the event the City engages Bidder, Bidder agrees to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses the City may incur due to the failure of itself or any of its subcontractors to comply with such act or regulation in the performance of the contract.

## **6. E-Verify Program Affidavit**

Affiant certifies the following:

- a. Affiant is familiar with and understands the provisions of Section 448.095, Florida Statutes and 48 CFR 52.222-54 and has sufficient knowledge of the personnel practices of the Bidder to execute this Declaration on behalf of the Bidder.
- b. Bidder has registered with and utilizes the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting or sub-contracting with an unauthorized alien.
- c. Bidder does not knowingly employ Affiants or retain in its employ a person whose immigration status makes them ineligible to work for the Bidder.
- d. Bidder has verified that any subcontractors utilized to deliver goods or services to the City through the Contractor's contract with the City use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request.
- e. Failure to comply with the requirements of F.S. 448.095 may result in termination of the Bidder's contract(s) with the City of Doral.

## **7. No Contingency Affidavit**

Affiant certifies the following:

- a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and Bidder has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding a contract.
- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances.
- c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

## 8. Copeland Anti-Kickback Affidavit

Affiant certifies that no portion of any sums will be paid to any employees of the City of Doral, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Bidder or any member of Bidder's firm or by any officer of the corporation in exchange for business with the City of Doral.

## 9. Non-Collusion Affidavit

I, the undersigned affiant, swear or affirm that:

- a. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- b. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
- c. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal 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 firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Work.
- d. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

## 10. Drug Free Workplace Program

Bidder, in accordance with Florida statute 287.087 hereby certifies that the Bidder does all of the following:

- a. Publishes 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.
- b. Informs 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.
- c. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notifies 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.
- e. Imposes 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.
- f. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☐ Select here if Not Applicable

**11. Cone of Silence Certification**

Affiant certifies and that Affiant has read and understands the Cone of Silence” requirements set forth in this Solicitation and further certify that neither I, nor any agent or representative of the Company has violated this provision.

**BIDDER AFFIRMATION**

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for City of Doral that the certifications and statements provided above on behalf of Bidder are true to the best of affiant’s knowledge and belief and that Bidder is compliant with all requirements outlined in these City of Doral Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the City of Doral immediately if any of the statements attested hereto are no longer valid.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant Name & Title (Printed)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was affirmed, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_ who is personally known to me or who produced the following identification: \_\_\_\_\_.

[Notary Seal]

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE****Business Name:** \_\_\_\_\_

D.B.A.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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.

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

*\*Disclosing a potential conflict of interest does not automatically 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 correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
Signature of Authorized Representative	Date	Printed Name of Authorized Representative

**CERTIFICATE OF AUTHORITY**

(IF CORPORATION OR LLC)

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, a resolution was duly passed and adopted authorizing \_\_\_\_\_ (Name) as \_\_\_\_\_ (Title) of the corporation/company to execute agreements on behalf of the corporation/company and providing that their execution thereof, attested by the secretary of the corporation/company, shall be the official act and deed of the corporation/company. I further certify that said resolution remains in full force and effect.

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

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

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was affirmed, subscribed, and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_ who is personally known to me or who produced the following identification: \_\_\_\_\_.

[Notary Seal]

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing \_\_\_\_\_ (Name) as \_\_\_\_\_ (Title) of the partnership to execute agreements on behalf of the partnership and provides that their execution thereof, attested by a partner, shall be the official act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.

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

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

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was affirmed, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_ who is personally known to me or who produced the following identification: \_\_\_\_\_.

[Notary Seal]

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

(IF JOINT VENTURE)

Joint ventures must submit a joint venture agreement indicating that the person signing this Agreement is authorized to sign documents on behalf of the joint venture. If there is no joint venture agreement, each member of the joint venture must sign this Agreement and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**TRENCH SAFETY FORM**

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



## 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 1 – WORK

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, which is hereinafter defined to mean this Contract, Invitation to Bid No. 2024-XX Construction of Doral Trolley Shelters (“ITB”), and the various documents set forth in Article 8 below.

### ARTICLE 2 – CITY’S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1 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.

2.2 The CITY’s ENGINEER referred to in any of the Contract Documents is hereby designated to be [\_\_\_\_\_] or such other individual designated by the City.

### ARTICLE 3 – TERM

3.1 Contract Times. Contract Time will commence on the date specified in the Notice to Proceed and shall continue for a period of **one hundred and eighty (180) calendar days**. The Work shall be completed and shall be 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”). No extension of time will be given unless previously provided by Change Order. Liquidated damages will be assessed for each calendar day for which completion of the Work is delayed as set forth in Section 3.4.

3.2 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 the ITB, or otherwise agreed upon between the parties.

3.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in the ITB, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4 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 ITB. 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 **\$1,665.00** 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 **\$1,665.00** for each calendar day that expires after the time specified in Section 3.1 for completion and readiness for final payment.

**3.5** 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.

**3.6** 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 4 – CONTRACT PRICE**

**4.1** 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.

**4.2** 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.

**4.3** 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.

**4.4** A cost breakdown (schedule of values) shall be submitted to the Engineer by the CONTRACTOR for approval by the Engineer within seven days after notification of award of Contract. The schedule of values shall be used as the basis for making progress payments and for determining the cost of extra work where the extra work is an increase in the quantity of work included in the cost breakdown. The cost breakdown shall be complete, with each item of materials, equipment and supplies listed, together with the quantity and price thereof, the sum of which shall be equal to the aggregate sum prices bid for "materials, equipment and supplies". The breakdown shall include a separate column of figures which shall be the cost of installation of the above items, which cost shall include prorated share of bonds, insurance, overhead and profit. The sum of this second column of figures shall be equal to the aggregate sum prices bid for "all other costs incurred in completing the project". Any item(s), as determined by the City to be unbalanced, will not be acceptable.

**4.5** The CONTRACTOR shall retain a copy of the cost breakdown in their files for reference purposes.

#### **ARTICLE 5 – PAYMENT PROCEDURES**

**5.1** CONTRACTOR shall submit Applications for Payment in accordance with the ITB. Applications for Payment will be processed by CITY as provided in the ITB.

**5.2** 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 ITB or, in the event there is no schedule of values, as provided in the ITB.

**5.2.1** Commencing with Pay Requisition #2, no progress payment shall be made until CONTRACTOR delivers to the CITY (1) complete 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 \_\_\_\_), 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, or (2) an executed Consent of Surety, utilizing City of Doral "Consent of Surety for Payment" Form (Exhibit \_\_\_\_). CONTRACTOR shall also provide a partial release of lien as Prime CONTRACTOR utilizing City of Doral Form (Exhibit \_\_\_\_). CONTRACTOR shall also include red-line as-builts and an updated progress schedule.

**5.3** 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 the ITB.

**5.3.1** 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 ITB.

**5.4** 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.

**5.5** 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 \_\_\_\_), 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 \_\_\_\_). 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.

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

## **ARTICLE 6 – INSURANCE/INDEMNIFICATION.**

**6.1 Insurance.**

- 6.1.1** 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 \_\_\_\_ titled Insurance Requirements.
- 6.1.2** 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.
- 6.1.3** 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.
- 6.1.4** 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.

**6.2** Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in the Contract Documents.

**ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS.**

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

- 7.1** 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.”
- 7.2** 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.
- 7.3** 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.
- 7.4** 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.

**7.5** 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.

**7.6** 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.

**7.7** 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.

**7.8** The CONTRACTOR warrants the following:

**7.8.1** 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.

**7.8.2** 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.

**7.8.3** 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.

**7.8.4** 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 – CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS.**

**8.1** All Contract Documents shall be interpreted in a manner consistent with each other, provided that if there are differing provisions on the same subject matter, the more stringent requirements shall apply.

**8.2** 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:

- 8.2.1** Change Orders.
- 8.2.2** Field Orders.
- 8.2.3** Contract for Construction.
- 8.2.4** Exhibits to this Contract.
- 8.2.5** Any federal, state, county or City permits for the Project
- 8.2.6** Specifications and Drawings provided
- 8.2.7** 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.
- 8.2.8** 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.
- 8.2.9** The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).
- 8.2.10** 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 ITB.
- 8.2.11** 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.
- 8.2.12** The ITB discuss the bond and surety requirements of the CITY. This Contract does ☒, does not ☐ require bonds. If the Contract does not require bonds, the references to bonds in the ITB do not apply to this Contract.

## **ARTICLE 9 – MISCELLANEOUS**

**9.1** Terms used in this Contract which are defined in the ITB will have the meanings indicated therein.

**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 or shall be deemed severable and 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.

**9.6 Access to Public Records.** The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The CITY shall have the right to immediately terminate this contract for the refusal by the CONTRACTOR to comply with Chapter 119, Florida Statutes. The CONTRACTOR shall retain all records associated with this Contract for a period of five (5) years from the date of Final Payment or Termination of this Contract.

**9.7 Inspection and Audit.** During the term of this Contract and for five (5) years from the date of Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

**9.8 Night work or weekend work** may be required for various areas within the project limits. The CONTRACTOR is responsible for costs associated with all night work including but not limited to, inspector costs, police or flagmen costs, signage and MOT costs and all other costs associated with night or weekend work.

All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation, cooperation, and coordination with the Owner. Some such connections may have to be made during off-peak hours (late night, early morning, or weekend hours). The CONTRACTOR shall give a minimum of 72 hours' notice to the Owner when tie-ins with the existing plant utilities are required.

**9.8.1** For weekend work, CONTRACTOR shall submit a written request to the CITY by the preceding Wednesday. A separate request is required for each week that the CONTRACTOR wishes to work on a weekend. For evening and holiday work, CONTRACTOR shall submit a written request to the CITY 3 days in advance. The CITY will provide inspection services for all overtime work requests and the CONTRACTOR shall pay for inspection services, no exceptions.

Similarly, holiday and other overtime work shall be requested a minimum of 36-hours in advance and CITY will provide inspection for all overtime.

**9.8.2** Exceptions to the hours and days of the week for work and other related limitations are allowed only for tie-ins during low flow periods / early morning hours, coatings that need to be applied during lower temperature times of the day and whenever the Documents specifically define that work shall be completed outside of the limitations for "normal" work hours, days, etc. Inspection for tie-ins during low flow/early morning and specialty coating application performed during nighttime

will not be cause for extra inspection costs unless such work is remedial in nature as a result of defective work.

**9.9 E-VERIFY.** Section 448.095, Florida Statutes directs all public employers, including municipal governments, and private employer with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Section 448.095, Florida Statutes further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Section 448.095, Florida Statutes, CONTRACTOR, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by CONTRACTOR during the contract term. Further, CONTRACTOR must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of CONTRACTOR to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions.

**9.10 Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 217.4725, the City is prohibited from contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. By entering into this Agreement, CONTRACTOR is certifying that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. By entering into this Agreement, CONTRACTOR is certifying that it does not participate in a boycott of Israel, is not on the scrutinized companies that Boycott Israel list, activities in Sudan List, in the Iran Petroleum Energy Sector list, and has not engaged in business operation in Cuba or Syria. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the CONTRACTOR of the City's determination concerning the false certification. The CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the CONTRACTOR does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**9.11 Counterparts.** This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

**9.12 Notices.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:



FOR CITY:

Barbara Hernandez, City Manager  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

WITH COPY TO:

Valerie Vicente, Esq.  
Nabors, Giblin & Nickerson, P.A  
City Attorney  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

FOR CONTRACTOR:

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

**9.13 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.

**9.14 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.

**9.15 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 "\_\_\_\_\_".

*The remainder of the page was intentionally left blank.*

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 \_\_\_\_\_, duly authorized to execute same.

WITNESS  
By:  
(Signature and Corporate Seal)  
  
(Print Name and Title)

CONTRACTOR  
  
(CONTRACTOR)  
  
(Signature)  
  
(Print Name and Title)

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

ATTEST

CITY OF DORAL

Connie Diaz, City Clerk

Rey Valdes, City Manager

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

Lorenzo Cobiella, Esq. on behalf of  
Gastesi, Lopez & Mestre, PLLC, 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.

## 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	\$4,000,000

#### B. Endorsements Required

City of Doral 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

### 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 City 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.

### **PRECONSTRUCTION CONFERENCE**

After award and prior to the issuance of the "Notice to Proceed", a preconstruction conference will be held with representatives from the awarded Bidder, 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.

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. 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 interim period.

Prior to the preconstruction conference, the Contractor shall prepare the construction schedule and provide copies of the same to others in attendance. 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.

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.

All parties to this conference shall be prepared to discuss any problems anticipated with the execution of the Work under this Contract. Contractor will be presented with a link to the copy of the preconstruction power point and a hard copy for his/her execution.

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

## **SITE CONDITIONS**

### **SITE INVESTIGATION AND REPRESENTATION**

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.

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.

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.

### **INFORMATION ON SITE CONDITIONS**

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. 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. Prior to bidding and after written approval from the City of Doral, the bidder may make his own survey investigations to satisfy himself with site conditions at his own cost. Any estimates of quantities of work or materials, based on set borings, test excavations and other subsurface investigations are not warranted by the City 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.

### **SUBSURFACE INFORMATION**

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.

### BORING LOG

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.

### BIDDERS SUBSURFACE INVESTIGATION

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.

### DIFFERING SUBSURFACE CONDITIONS

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.

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.

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 the terms of the Solicitation, whereupon the Contractor shall be compensated for any extra work pursuant to the terms of the Solicitation; 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.

### EXISTING UTILITIES AND LOCATION SERVICES

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.

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

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.

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.

The Contractor and his Subcontractors shall be solely and directly responsible to the City 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. 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.

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 City or the utility. 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.

Contractor shall further replace, with material approved by the Engineer, at Contractor's expense, any and all other materials, existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents and as approved by the Engineer.

#### INTERFERING STRUCTURES

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.

#### FIELD RELOCATION

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.

#### LAND FOR CONSTRUCTION PURPOSES

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.

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.

#### ELEVATIONS AND LOCATIONS OF EXISTING INSTALLATIONS

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.

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.

### **HURRICANE PREPAREDNESS**

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.

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.

Upon Notification of a Hurricane Watch, Contractor shall prepare and submit for approval a Plan of Action for the specific actions to be taken on this project.

Upon Notification of a Hurricane Warning, Contractor shall:

1. Implement the approved Plan of Action to protect the Project and the public; and
2. 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".

**PROTECTION OF EXISTING FACILITIES, VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS**

The Contractor shall preserve and protect existing vegetation such as trees, shrubs, and grass on or adjacent to the work site which are not indicated to be removed and which do not unreasonably interfere with the construction work and he shall replace in kind the vegetation, shrubs and grass damaged by him at his own expense.

The Contractor shall protect from damage all utilities, foundations, walls or other parts of adjacent, abutting or overhead buildings, railroads, bridges, structures, surface and subsurface structures at or near the site of the Work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of the Contract or the failure to exercise reasonable care in the performance of the Work. If, after receipt of notification from the Architect/Engineer, the Contractor fails to or refuses to repair any such damage promptly, the Owner may have the necessary Work performed and charge the cost thereof to the Contractor.

At points where the Contractor's operations are adjacent to utility facilities, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to Owners, Work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the Owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.

Where public utilities or their appurtenances interfere with permanent construction, unless otherwise specified, work involved in permanently relocating or otherwise altering such public utilities and their appurtenances will not be a part of this Contract but will be done by utility Owners at no cost to the Contractor. If the Contractor wishes to have utilities temporarily relocated, he shall make necessary arrangements with utility Owners and reimburse them at his own expense for cost of the Work. The Contractor shall keep the Architect/Engineer advised of temporary relocation arrangements.

The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility Owner. The Contractor shall obtain the name, address and telephone number of each utility company that the work will affect and the person in such utility company to contact. He shall submit to the Architect/Engineer said names, addresses and telephone numbers.

The Contractor shall comply with the latest version of the Florida Building Code or the Code under which the Contract Documents were approved, whichever is applicable at the time of the Work is performed.

In order to safeguard the Owners and tenants of abutting property and at the same time prevent unjust or fraudulent claims against the Contractor the Government, State, the Owner and the Architect/Engineer in respect thereto, the Contractor shall cause a detailed examination of abutting property to be made before construction is begun. The Owner or tenant of each parcel or structure or his or their duly authorized representative will be invited to be present during the examination by a notice in writing delivered by the Contractor to a person in charge of the premises or structures, or by the mailing of the notice to the Owner at the premises. The Architect/Engineer will attend while the Contractor makes the detailed examination. A complete record including photographs of the existing conditions of each parcel or structure shall be made in triplicate, signed by the Contractor, Owner and

the Architect/Engineer and one copy will be delivered to the Owner, one to the Architect/Engineer and one copy will be retained by the Contractor. At such time as the Architect/Engineer may direct, or upon the filling of the verified statement by the Owner, tenant, lessee, operator or occupant of the building structure, and in any event, upon the completion of any work that in the opinion on the Architect/Engineer might affect the abutting property, the Contractor will make another detailed examination of such abutting property. A complete record of the then existing conditions of said property will be made in triplicate, signed by the Contractor and one copy will be delivered to the Owner, one to the Architect/Engineer and one will be retained by the Contractor. In any action, which may be brought by any Owner, tenant, lessee, operator or occupant of abutting property to recover under the provisions of this article or any paragraph hereof, the record of the existing conditions of each parcel will be prima facie evidence of the conditions thereof at the time of the making of the examination.

The Contractor shall maintain access to fire hydrants and fire alarm boxes throughout the prosecution of the Work. Hydrants, alarm boxes and standpipe connections shall be kept clear and visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant, fire alarm box or standpipe connection. The Contractor shall promptly notify the authority having jurisdiction of any impairment to any fire systems.

### **INTERFERENCE WITH EXISTING UTILITIES**

Attention of the Contractor is specifically directed to the need for careful control of all aspect of his work to prevent damage to cables, ducts, water mains, sewers, fire mains, telephone cables, fuel lines, radar cables, and any other existing overhead or underground utilities and structures.

Before commencing work in any given area, the Contractor shall contact utility companies to identify any potential conflicts. Further, the Contractor shall also carefully review the Plans, survey and search the site for utility locations, and determine possible utility conflicts. All known above and underground utilities, including, but not limited to , electrical, telephone, communications, lighting cables, fuel lines, sewer, drainage and water pipes, and other existing structures are shown on the Plans for reference purposes only, but no guarantee is expressed or implied that the information is accurate. It shall be the sole responsibility of the Contractor to ascertain and/or verify the location of any and all such utilities or structures using magnetic and electronic detector and by hand excavation or other appropriate measures before performing any work that could result in damage to such existing utilities or structures. The Contractor shall make a thorough search of the particular location for underground utilities or structures whether or not shown on the drawings, before excavation work is commenced in any particular location. To this end of the Contractor shall provide and maintain throughout the term of the Contract, electronic and magnetic detecting devices capable of locating underground utilities or structures. The Contractor shall, after locating primary and critical existing utilities, mark their location with indelible material or other means satisfactory to the Field Representative and maintain above ground physical identification during the work.

In the event of damage to, or accidental disruption of utilities or other facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to repair or replace all damage and to restore all services. Further, the Contractor shall engage any additional outside services which may be necessary to prosecute repairs on a continuous "around the clock" basis until services are restored. The Contractor shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service resulting from the Contractor's work shall be borne by the Contractor and the Contractor shall be fully responsible for any and all claims resulting from the damage.

**ENVIRONMENTAL PROTECTION AND SPECIAL CONTROLS**

PART 900 - GENERAL

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.

900.3 - PRODUCTS – (NOT APPLICABLE TO THIS SPECIFICATION SECTION)

900.4 - EXECUTION

900.4.1 INSTALLATION

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

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 a 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, rock 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 rock 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.

F. 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.
2. Utilize methods and practices of construction to eliminate dust in full observance of agency regulations.
3. 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.

G. 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.

H. 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.



## **CONTAMINATED SOIL/GROUNDWATER**

### **PART 1 - GENERAL**

The purpose of this section is to provide basic guidelines for properly working (i.e., excavation, handling, transportation, disposal, etc.) with contaminated soil/groundwater during construction and/or any other activities that require the excavation of soil and/or exposure of groundwater, to prevent negative environmental impacts such as cross contamination, spreading out existing contamination that is already contained, etc. All excavation shall be conducted in accordance with the contract and construction documents. The contractors and all subcontractors shall comply with all applicable federal, state and local environmental laws and regulations including but not limited to US Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD) and Miami-Dade County Department of Environmental Resources Management (DERM).

### **PART 2 - CLASSIFICATIONS**

For the purpose of these specifications the following classifications are used:

1. Clean Fill Soils: These soils meet the DERM defined clean fill criteria and can be reused anywhere without restrictions.
2. Residential Soils: These soils meet the DERM defined residential criteria and upon DERM approval can be reused on site without tracking requirements.
3. Industrial Soils: These soils meet the DERM defined industrial criteria and upon DERM approval can be reused. These soils require tracking from origin to final disposition.
4. Environmentally Non-Reusable Soils (ENR): These soils exceed the DERM defined industrial or the Federal hazardous levels and cannot be reused on site. These soils require proper disposal offsite.
5. Suspect Soils: Soils from any area pre-designated by DERM as an area where the requirements of this Standard Technical Specification shall be implemented, pursuant to the results of the pre-construction assessment or designated during field activities by City of Doral/Miami Dade County or its designated representatives.

### **PART 3 HEALTH AND SAFETY**

The contractors and all subcontractors working with contaminated soil/groundwater shall conform to all applicable laws, regulations, and guidelines such as, but not limited to, EPA Hazardous Waste Operations and Emergency Response (HAZWOPER), US Occupational Safety and Health Agency (OSHA) and National Institute of Occupational Safety and Health (NIOSH).

### **PART 4 CONSTRUCTION METHODS**

#### ***CONTAMINATED SOIL/ GROUNDWATER DETECTION***

If contaminated groundwater, visible stains in the soil, free floating product, sheen on groundwater, or odor in soil/groundwater are detected during the normal course of construction activities, the Contractor shall immediately:

1. Notify the Architect/Engineer (A/E).
2. Notify the City of Doral
3. Notify DERM at (305) 372-6789.
4. Proceed with the work in accordance to the contract and construction documents and the provisions of these guidelines. To avoid miscommunication, any directives from City of Doral

and/or DERM shall be given through the A/E to the Contractor.

#### *STOCKPILING OF SUSPECTED AND ENR SOIL*

Prior to the excavation of suspected and ENR soil, the Contractor shall prepare a suitable area previously approved by the A/E Firm for stockpiling such soil in accordance with the contract and construction documents. The Contractor shall take due care during the stockpiling operation to prevent the spread of any further contamination. The stockpile shall not exceed twelve (12) feet in height. The Contractor shall regularly inspect the stockpile area and restore its protection membranes to their original required condition and maintain them throughout the entire construction contract period.

After the Contractor has safely completed the stockpiling, (A/E Firm) shall collect soil samples (by volume) from the stockpile and send the samples to a laboratory certified by Miami Dade County and the State of Florida to be analyzed for applicable environmental criteria. Once a stockpile has been sampled, it cannot be altered in any way. Therefore, the (A/E Firm) shall mark the stockpile with a yellow flag, indicating that the final disposition of the stockpile is pending the analytical results from the laboratory. Once the analytical results are available, DERM shall determine the final disposition of the soil. If according to the analytical results, DERM determines that the soil can be reused on site, (A/E Firm) shall remove the yellow flag and replace it with a green flag, indicating that the stockpile has been approved for reuse on site. If according to the analytical results, DERM determines that the soil cannot be reused and therefore it must be properly disposed of, (A/E Firm) shall remove the yellow flag and replace it with a red flag, indicating that the stockpile cannot be reused. Unless otherwise specified by the (A/E Firm), the Contractor shall handle, transport and properly dispose of all ENR soils.

Prior to the excavation of suspected soil, the Contractor shall prepare a suitable area (previously approved by the A/E) for stockpiling soil on an impervious surface, away from any drainage and/or active utility structures. If an impervious surface is not available, the Contractor shall create it by laying down two (2) layers of polyethylene film (each a minimum of four (4) mils thick) on a flat horizontal surface with a twelve (12) inch high berm around its perimeter. The stockpile area shall be free of any sharp materials and debris that could accidentally puncture the polyethylene film. The area selected for stockpiling must be free from water ponding. Once the stockpile is completed, a single layer of the same polyethylene film material shall be placed over the stockpile and secured properly. Rainwater must be directed outside the berm-contained area. Any rainwater collected inside the berm-contained area, must be collected, stored and treated as directed by the A/E. Continued inspection of the stockpile area is required to ensure the polyethylene film is intact and secure and to maintain proper drainage and drainage collection as stated herein.

#### *TRANSPORTATION/ HAULING OF SOIL*

The Contractor shall transport the ENR soil in accordance with all applicable laws and regulations. Haulers shall be certified to transport the soil as classified.

#### *DISPOSAL OF NON-HAZARDOUS SOIL AT LANDFILL*

If the soil is to be disposed of in a landfill, the Contractor shall dispose of all non-hazardous soils in an approved landfill licensed to handle the soil as classified. The Contractor shall conduct disposal activities in accordance with all applicable laws and regulations.

#### *INCINERATION OF SOIL*

If the soil is to be incinerated, the Contractor shall transport the soil to a certified incineration facility

licensed to handle the soil as classified. The Contractor shall conduct the transportation and handling activities in accordance with all applicable laws and regulations.

#### *DISPOSAL OF HAZARDOUS SOIL*

If soil is classified as hazardous, the Contractor shall prepare, transport and dispose of the soil in accordance with all applicable laws and regulations such as, but not limited to, the Code of Federal Regulations (CFR), EPA, FDEP, DERM, etc., at a licensed hazardous material disposal facility.

#### *REMOVAL/DISPOSAL OF FREE-FLOATING HYDROCARBON PRODUCT (FFHP)*

Contractor shall remove/dispose of FFHP and/or sheen in accordance with all applicable laws and regulations.

#### *TRANSPORTATION/DISPOSAL MANIFESTS*

The Contractor shall provide copies of all the manifests for the proper transportation/disposal of contaminated soil and/or free-floating product to the A/E and the City of Doral.

#### *DEWATERING/TREATMENT OF CONTAMINATED DEWATERING GROUNDWATER*

City of Doral encourages, whenever possible, that construction activities be carried out in the wet. If dewatering in areas of groundwater contamination is absolutely necessary for construction purposes, the Contractor shall apply for and obtain the dewatering permit(s) from the appropriate regulatory agencies. Once the permit(s) has(have) been obtained, the Contractor shall comply with all the permit conditions during the entire course of the dewatering activities. If the permit(s) expire(s) before the dewatering activities are completed, the Contractor shall obtain a permit renewal within the stipulated time frame. The Monthly Pumpage Report required by the dewatering permit shall be submitted to the City of Doral no later than the 5th day of the following month.

#### *SUBMITTALS*

Contractor shall submit information and samples to the City for review as follows. The information shall include:

1. Detailed description of the proposed methods for temporary stockpiling, transportation, and disposal of all contaminated soils and groundwater.
2. Copies of permits for all disposal facilities.
3. Copies of all manifest and documentation for handling and disposing of all contaminated soil and groundwater in full compliance with local, state and federal requirements. This documentation must be provided prior to requesting payment under this Bid item.
4. Copies of all laboratory analyses required for transportation and disposal of all contaminated soils and groundwater in full compliance with local, state and federal requirements.
5. Names, addresses and contact numbers of all subcontractors.
6. Copy of Contractor's Health and Safety Plan and training certificates of personnel who will be handling the contaminated material in accordance with OSHA requirements.

#### PART 5 MEASUREMENT AND PAYMENT

Dedicated Allowance shall be as determined by the City's Architecture and Engineering firm.

**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 areas 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.

**CONCRETE DRIVEWAY, SIDEWALK, AND CURB AND GUTTER REMOVAL AND  
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.

### 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.

### 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.

### 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.



**EXCAVATION / TRENCH STABILIZATION / TRENCH OVERCUT / COMPACTED BACKFILL**

910.1 EXCAVATION

- A. The Contractor shall remove and replace, where required, all existing shrubbery, trees, grass, sprinklers, fences, signs, mail boxes, structures, roadways, sidewalks, curbs and similar items or structures in the way of the pipeline and shall make all excavation necessary for the construction of the connections to the lines and grades shown on the Drawings. Weeded areas shall be restored to their original condition in an acceptable manner. Where pavements or sidewalks are cut, they shall be cut by means of a mechanical pavement saw to form true and straight edges which shall in general be either parallel or at right angles with the centerline of the pipe. Unless specific bid items are provided in the Proposal form, the cost of removing and replacing any plantings or existing structures shall be included in the price bid for pipes, structures, and concrete appurtenances. In order to protect Contractor from being held liable for any existing damaged pavement, including detour routes, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the Engineer.
- B. All cleared materials shall be promptly removed from the work area and disposed of in an area provided by the Contractor, at no additional cost to City. Accumulation of debris or stockpiling along the route of the work will not be allowed.
- C. The Contractor shall excavate solid pipe trenches to a minimum of six inches below the outside bottom of the proposed pipe barrel to provide for the installation of the bedding material or as dictated by design drawings; whichever is more stringent.
- D. Not more than 100 feet of trench shall be opened ahead of pipe laying operations at one time unless a greater length of open trench is approved by the Engineer.
- E. If, in the opinion of the Engineer, the soil at that depth is unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, the excavation shall be continued two (2) feet deeper, except if a suitable foundation material is exposed at a lesser depth, further excavation will not be required. The cost of this extra excavation, and backfilling with select backfill material, shall be included in the price for pipe laying and no additional payment will be made for this work.
- F. If the soil is still unsuitable after the additional excavation as prescribed above, and the Engineer authorizes "Overcut", the trench bottom shall be excavated further in one-foot increments and paid for as "Trench Overcut". See Section 910.3, "Trench Overcut".
- G. Trench widths; Refer to Plans provided and as details shown.
- H. For excavations five (5) feet deep or less, sheeting and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures. When an excavation is in excess of five (5) feet deep, the Contractor shall comply with the provisions of the State of Florida "Trench Safety Act". Method(s) of compliance used shall protect the workmen and the general public, prevent damage to this or adjacent work,

structures, utilities, pavements, sidewalks, curbs, gutters and similar improvements both public and private, and provide for proper maintenance of traffic. The trench width may vary to accomplish this and to comply with the Trench Safety Act, but only from a point one (1) foot above the top of the pipe.

I. Where wood sheeting or certain designs of steel sheeting are used, the City may require that the sheeting be cut off at a level two (2) feet above the top of the installed pipe and that portion below that level be left in place. If ordered left in place, sheeting and shoring shall be paid for under the appropriate Proposal Item.

J. If interlocking steel sheeting is used, the City may permit its complete removal in lieu of the cut-off, providing removal can be accomplished without disturbing the bedding, pipe or pipe alignment. Any damage to the pipe bedding, pipe or pipe alignment shall be cause for rejection of the affected portion of the work.

K. A substantially and safely constructed moveable shield or box, as approved by the Engineer, may be used in place of sheeting when the trench is opened immediately behind the shield as pipe laying proceeds inside the shield. All construction in conjunction with using such a shield must be as approved by the Engineer, including excavation, installation of pipe and backfilling and compaction.

L. Excavation for other piping and appurtenances shall be sufficient to leave at least 12 inches clear between their outer surfaces and the embankment or sheeting that may be used to protect them.

M. Materials removed from the trenches shall be stored and disposed of in such a manner that they will not interfere unduly with traffic on public streets and sidewalks and they shall not be placed on private property. In congested areas, such materials cannot be stored adjacent to the trench or used immediately as backfill; these materials shall be removed to convenient places of storage. If any material is creating a public hazard or other unsafe condition, in the opinion of the Engineer, it shall be removed immediately by the Contractor to a storage area at no cost to the City.

N. The trench wall shall be kept at a stable angle of repose to maintain trench widths within the limits hereinafter specified or shown on the Drawings.

O. The trench, when in rock, shall be excavated to a width within the limits of the top of the pipe and the trench bottom so as to provide a clearance on each side of the pipe barrel, measured to the face of the excavation, of 12 inches. Rock or removal in the excavation shall be considered a part of the excavation and as such no additional payment shall be made, therefore. Where excavation is in silt, the width of trench bottom shall be pipe O.D. plus 2- feet with the trench walls being kept at a stable angle of repose. All pipe trenches shall be excavated to a level at least 12 inches below the outside bottom of the proposed pipe barrel.

P. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the dimensions and depth shown on the Drawings, or as directed by the Engineer. All excavations shall be made by open cut. Any existing utilities such as pipes, cables, etc., shall be carefully supported and protected from damage, and in case of damage, they shall be restored at no cost to the City.

Q. The Contractor shall temporarily store excavated material suitable for backfill in full compliance

with the provisions of the permits. All mud, silt, debris and other material unsuitable for backfilling the trench shall be removed and legally disposed of offsite by the Contractor. The Contractor shall make his own arrangements regarding stock piling of excavated suitable material and storage and assembly space to properly and safely carry out the construction. Any agreements entered into by the Contractor and property Owners shall hold the City harmless. Storage of excavated material shall not cause environmental problems and shall be performed at no additional cost to the City.

#### 910.2 TRENCH STABILIZATION

A. No claim for extras or additional payment will be considered for cost incurred in the stabilization of trench bottoms which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, dewatering or other causes. In no event shall pipe be installed when such conditions exist, and the Contractor shall correct such conditions to provide proper bedding or foundations for the proposed installation at no additional cost to the City.

#### 910.3 TRENCH OVERCUT

A. Trench Overcut provisions herein shall be used only under direct authorization by the Engineer. Since the amount of trench overcut that may be required is usually unknown until the actual work begins, trench overcut may be established in the Proposal on a contingent basis. A Contingent Item may or may not be used at the option of the City, and any provisions contained within the Contract Documents for quantity overruns or underruns will not be applicable.

B. If, after excavating the trench to a depth of 2 feet 6 inches below the outside bottom elevation of the proposed pipe barrel, and the soil at that depth is still unsatisfactory as foundation material because it contains marl, muck, organic matter, or other unsuitable material, and the Engineer authorizes overcut, the pipe trench shall be excavated further in one-foot increments until either a suitable foundation material is found, or the Contractor is directed by the Engineer to stop trench overcut operation and begin backfilling. In no case will trench overcut be more than 6 feet in depth, i.e., to a point 8.5 feet below the bottom of the pipe.

B. Selected backfill, as defined in Section 910.4, "Compacted Backfill", shall then be compacted in 6-inch layers up to the bottom of the proposed 6 inches of pipe bedding.

#### 910.4 COMPACTED BACKFILL

A. When mains are to be installed within existing street areas, the Contractor shall limit the amount of ditch open at any one time to one block (approximately 600 feet). The work in each block including excavation, pipe laying, backfilling, compaction and temporary paving, shall be completed before proceeding with the work in the next block. The Contractor may employ more than one installation crew on the Project, but not less than 1,200 feet shall separate any two open trench sections.

B. Backfilling and compaction shall be kept up with the rate of pipe laying. Backfill consisting of the specified material shall be placed and properly compacted, to the degree specified hereinafter. Unless otherwise ordered or approved by the Engineer, in writing, no temporary fill, refill, or uncompacted fill shall be installed. Under no circumstances shall backfill material other than that specified or an approved equal be installed. Backfill shall be placed and compacted immediately after installation of piping.

C. Backfill Material: Shall be clean and free from all organic material, clay, marl or unstable

materials, debris, lumps or broken paving. No rocks or stones larger than 6 inches in diameter shall be allowed in any backfill. Material for backfill may be material resulting from trench excavation, if suitable in the opinion of the Engineer.

D. Select Backfill Material: Specified in these Specifications or required by the Drawings shall meet all of the general requirements for backfill material set forth above, and, in addition, shall be free of any rocks or stones larger than 2 inches in diameter. Select backfill material may be material resulting from trench excavation, if suitable in the opinion of the Engineer, carefully selected to comply with these requirements.

E. Backfilling and compaction of trenches will not be allowed until the work has been inspected by the Engineer, and the Engineer indicates that backfilling and compaction may proceed. Any work covered up or concealed without the knowledge or consent of the Engineer may be required to be uncovered or exposed at no cost to the Department.

F. The Contractor shall backfill and compact all trenches and other excavations made in the process of installing the pipe. The cost of all backfilling and compaction shall be included in the price bid under the various Items. The Contractor shall maintain the surface of the backfill free from major irregularities and potholes. Backfill to a point at least one foot above the pipe shall be select backfill material not exceeding 2 inches in diameter. Above this point, backfill shall be of material not exceeding 6 inches in diameter.

G. Backfilling and compacting of material under and around the pipe and to one foot above the crown shall be in layers not exceeding 6 inches in thickness. Each layer shall be thoroughly compacted to at least 90 percent of maximum density as determined by AASHTO Standard No T-180-74, "Moisture-Density Relations of Soils using a 10-lb. (4.54 Kg.) Rammer and an 18 in. (457 mm) Drop." The material in the ditch may be compacted by either hand tamper or a mechanized power tamper, provided the results obtained meet the continued approval of the Engineer.

H. Backfilling and compacting of material lying above a point one foot above the crown of the pipe and below the pavement base or the surface of the ground if out of pavement shall be accomplished in layers not exceeding 9 inches in thickness. Each layer shall be thoroughly compacted with a powered hand tamper or a mechanized power tamper to at least 98 percent of maximum density as determined by AASHTO Specification T-180-74 or such greater density as may be required by the governing authority over the area in which the work is performed.

I. Backfill and compaction shall be kept up with the rate of pipe laying. The backfill up to the spring line of the pipe shall be placed and compacted as soon as practical after the laying of the pipe.

J. On parts of the line where ground water level may be high enough to float the pipe, the placing of the backfill and the rate of pumping the trench shall be so controlled as to prevent the pipe from floating or moving from the line and grade shown on the Drawings.

K. In the event that sufficient suitable material is not available at any point to properly backfill the trench, the Contractor shall transport suitable material from points of the line where such material is available or shall otherwise furnish suitable material at no additional cost to the City.

L. Suitable material in excess of all backfill requirements shall be removed from the work and disposed of by the Contractor. The cost for removal shall be included in the overall Project cost bid.

M. Where cuts have been made through unpaved, stabilized rock roadways, driveways and parkways, surface restoration shall consist of 3 inches of compacted lime rock overlaid by 3 inches of gravel or graded and washed rock with a maximum diameter of 1/2-inch except as otherwise directed by the Engineer. The rock shall be installed over the entire width of the disturbed area and shall closely match the existing rock at each location. Several grades of rock may be required to attain this end, but it is not anticipated that more than one grade will have to be used at any one location. The cost for replacement of gravel or rock stabilized driveways and roadways shall be included in the overall Project cost bid unless a specific Bid Item is established in the Proposal.

N. Backfill material shall consist of the suitable excavated material being stored for this purpose. Backfill material placed within 1-foot of piping and appurtenances shall not contain any stones or rocks larger than 2 inches in diameter, and no stones or rocks larger than 6 inches in diameter will be permitted in any backfill. Backfill material containing mangrove muck or other unsuitable materials shall not be used.

O. During the backfilling operation, care shall be taken to preserve the alignment and gradient of the installed pipe.

**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 or- der 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 in- stance, 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 penal- ties 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 dam- ages.

**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 in order 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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:

1. Project Title and Number
2. Name of Project Building or Structure
3. Number and Title of the Shop Drawing
4. Date of Shop Drawing or Revision
5. Name of Contractor and Subcontractor Submitting Drawing
6. Supplier/Manufacturer
7. Separate Detailer when Pertinent
8. Specification Title and Number
9. Specification Section
10. 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:

1. Functional characteristics of the product, with integrally related parts and attachment devices
2. Full range of color, texture and pattern
3. 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.

**FORM OF BID BOND**

STATE OF                    )  
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 the Principal has submitted the 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:

_____	_____ (SEAL)
(Individual or Partnership Principal)	(Business Name)
	_____
	(Business Address)
ATTEST:	_____
_____	(City/State/Zip)
(Corporate Surety)	_____
	(Business Phone)

**FORM OF PAYMENT BOND**

STATE OF                    )  
COUNTY OF                )

KNOW ALL MEN BY THESE 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. XXXX-XX, awarded the       day of       , 20\_\_\_\_, with the City of Doral for [project name] in accordance with specifications 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 pay Obligee all losses, damages (including, but not limited to, damages for delay (specifically, liquidated damages as per section 00710 – General Conditions of the ITB and section 3.4 of the Construction Contract) and actual damages caused 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 Obligee sustain because of default by Contractor under the Contract; and
2. Promptly makes payments 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 or 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 or noncompliance with any formalities connected with the Contract or the changes do

not affect the Surety's obligation under this Bond.

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:

_____	_____ (SEAL)
(Individual or Partnership Principal)	(Business Name)

	_____
	(Business Address)
ATTEST:	_____
_____	(City/State/Zip)
(Corporate Surety)	_____
	(Business Phone)



**FORM OF PERFORMANCE BOND**

STATE OF                    )  
COUNTY OF                )

KNOW ALL MEN BY THESE 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. XXXX-XX, awarded the day of, 20\_\_, with City of Doral for [project name] in accordance with drawings (plans) and specifications 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: [project name] 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 pay Obligee all losses, damages (including, but not limited to, damages for delay (specifically, liquidated damages as per section 00710 – General Conditions of the ITB and section 3.4 of the Construction Contract) and actual damages caused 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 Obligee sustain because of default by Contractor under the Contract; and
3. Upon notification by the City of Doral, corrects any and all defective or faulty Work or materials which appear within ONE (1) YEAR.
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 their 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 progresses (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 the total amount payable by City of Doral to

Contractor under the Contract and any amendments thereto, less the amount properly paid by City of Doral 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.

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 Contract or the changes do not affect Surety's obligation under this Bond.

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

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:

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

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

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

ATTEST:  
\_\_\_\_\_  
(Corporate Surety)

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

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



Cost Estimate City of Doral – Trolley Infrastructure Improvements County Streets										
Pay Item	Description	Quantities							Unit Price	Amount
		Unit	1016	1043	1074	1082	3003	Total		
0110 1 1	CLEARING & GRUBBING	AC	0.0082	0.0071	0.0057	0.0068	0.0076	0.0354	\$ 31,754.89	\$ 1,124.12
0110 1 1A	TREE PROTECTION	EA	2.0	2.0		2.0	3.0	9.0	\$ 65.00	\$ 585.00
0110 1 1B	MISCELLANEOUS SITE RESTORATION	LS	1.0	1.0	1.0	1.0	1.0	5.0	\$ 520.00	\$ 2,600.00
0110 21	TREE PROTECTION BARRIER	LF		49.4				49.4	\$ 8.07	\$ 398.90
0110 22	TREE ROOT AND BRANCH PRUNING	EA	1.0	1.0		1.0		3.0	\$ 787.78	\$ 2,363.34
0104 18	INLET PROTECTION SYSTEM	EA		1.0				1.0	\$ 161.16	\$ 161.16
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	22.5	28.9	9.7	14.1	9.5	84.7	\$ 33.05	\$ 2,798.44
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	SY	20.9	24.3	8.1	12.5	17.5	83.2	\$ 62.53	\$ 5,201.73
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	SY	1.1	1.1	1.1	1.1		4.4	\$ 65.96	\$ 290.22
0522 4	BUS SHELTER PAD CONCRETE	SY	11.2	7.4	11.2	11.2	11.2	52.2	\$ 204.31	\$ 10,664.98
0570 1 2	PERFORMANCE TURF	SF	62.4	23.9	65.9	71.0	73.3	296.4	\$ 1.85	\$ 548.34
0700 1 50	SINGLE-POST SIGN (RELOCATE)	EA	1.0		2.0	1.0	1.0	5.0	\$ 318.45	\$ 1,592.25
0751-35-13	ARCHITECTURAL, BUS SHELTER, F&I, 101-150 SF (REGULAR)	EA	1.0		1.0	1.0	1.0	4.0	\$ 77,028.15	\$ 308,112.60
0751-35-13S	ARCHITECTURAL, BUS SHELTER, F&I (SLIM)	EA		1.0				1.0	\$ 61,622.52	\$ 61,622.52
0751 37	TRASH RECEPTACLE	EA	1.0					1.0	\$ 577.24	\$ 577.24
		Sub-Total								\$ 398,640.85
101-1	5% Mobilization	LS						1.0		\$ 19,932.04
102-1	10% Maintenance of Traffic	LS						1.0		\$ 39,864.08
	20% Contingency	LS						1.0		\$ 79,728.17
		Total								\$538,165.15