

CITY OF DORAL



Invitation to Bid
ITB No. 2024-28

Doral Morgan Levy Park
Restroom Renovation



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NOTICE: Pursuant to its Procurement Ordinance, the City of Doral (“City”) hereby gives notice of its intent to seek bids from interested and qualified parties in response to this Invitation to Bid (“ITB”) to provide the services described herein. Bids must be received no later than **Wednesday, December 18, 2024 at 2:00 PM.**

PROJECT OVERVIEW

The City of Doral is soliciting Bids from a qualified General Contractor to perform rehabilitation and renovation to the restroom building at Doral Morgan Levy Park (5300 NW 102nd Ave, Doral, FL 33178). Through the ITB process described herein, qualified Contractors interested in providing such services to the City must prepare and submit a bid packet in accordance with the procedure and schedule of this ITB. The City intends to award a contract in substantially the form attached as Exhibit B for the rehabilitation and renovation of the restroom building to the responsive and responsible Contractor that possesses qualified manpower, equipment, administrative capabilities, applicable experience, and provides the best price proposal to the City.

The following license is required within the bid submittal package: State of Florida General Contractor,. The City will review submittals only from those responsible and qualified Contractors that submit a responsive ITB packet which includes all the information required.

SCHEDULE

The City’s schedule for this ITB is as follows:

Issuance/Advertisement Date:

Tuesday, November 12, 2024, at 2:00pm

Wednesday, November 20, 2024, at 10:00am

Join from your computer, tablet or smartphone.

Mandatory Pre-Bid Meeting:

<https://meet.goto.com/335449557>

You can also dial in +1 (312) 757-3121

Access Code: 335-449-557

Cut-off Date for Written Questions:

Monday, December 2, 2024, at 2:00pm

Wednesday, December 18, 2024, at 2:00 PM

**Deadline for Submittals &
Bid Opening:**

Join from your computer, tablet or smartphone.

<https://meet.goto.com/498957725>

You can also dial in using your phone.

United States: +1 (312) 757-3121

Access Code: 498-957-725

Due Electronically via DemandStar or Vendor Registry

INSTRUCTIONS

Bids must be submitted electronically through DemandStar <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. The responsibility for submitting a Bid before the stated time and date is solely and strictly that of the Proposer. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Bids, no matter the cause. Any submittals received after the due date and time specified will not be considered.

This ITB is subject to the "Cone of Silence". Accordingly, all questions and/or comments regarding this ITB must be made in writing and be directed to Procurement at the following email at procurement@cityofdoral.com. All inquiries must reference "ITB No. 2024-28 Doral Morgan Levy Park Restroom Renovation" in the subject line. No phone calls will be accepted in reference to this solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

Solicitations and addenda or notices in connection therewith may be downloaded from the City of Doral Procurement Division webpage under "[Active Solicitations](#)", on [Vendor Registry](#), and on [Demand Star](#). To receive notifications of addenda or notices issued in connection with this ITB, interested parties must register on Vendor Registry or on Demand Star. The City reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for bids and to make awards in the best interest of the City, as determined in its sole discretion.

The City reserves the right to accept any submittals deemed to be in the best interest of the City, to waive any minor irregularities, scrivener's errors, minor omissions, minor deviations, and/or technicalities in any Bids, or to reject any or all Bids and to re-advertise for new Bids, in accordance with the applicable sections of the Florida Statutes, the City Charter and Code, and this ITB. PROPOSERS ARE ADVISED THAT PROPOSALS OR BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM SUBMISSION REQUIREMENTS OF THIS SOLICITATION SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. ONLY MINOR IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES MAY BE ALLOWED TO BE TIMELY CURED BY PROPOSERS AT THE SOLE DISCRETION OF THE CITY. MATERIAL IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES CANNOT BE CURED BY THE PROPOSER/BIDDER.

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ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Definitions

“Authorized Representative” means the Department contact for interaction regarding contract administration.

“City” means the City of Doral, a duly organized municipality under the laws of the State of Florida. This term may also refer to one of the various departments or agencies of the City of Doral, as the context indicates.

“Contract” means the contractual agreement ultimately entered into by the City and the Successful Respondent(s) in accordance with the terms of this Solicitation and applicable laws.

“Department(s)” means the City department(s) and offices for which this solicitation is prepared, which will be the end user(s) of the goods and/or services sought.

“Procurement Division” means the office responsible for handling procurement-related matters within the City.

“Respondent(s)”: means any person, individual, or entity submitting a response to this solicitation. The terms “Proposer” and “Bidder” are each interchangeable with “Respondent” and with each other and will be used as appropriate in the given context.

“Response(s)” means the written, sealed document submitted by the Respondent(s) according to the instructions set forth in this Solicitation. A response to this Solicitation shall not include any verbal interactions with the City apart from submittal of a formal written submittal. The terms “Proposal” and “Bid” are each interchangeable with “Response” and with each other will be used as appropriate in the given context.

“Solicitation” means this formal request to solicit Responses from responsible and responsive Respondents for the scope and specifications set forth herein. The terms “Invitation to Bid”, “Request for Proposals”, “Request for Qualifications”, and the like are each interchangeable with “Solicitation” and will be used as appropriate in the given context.

“Successful Respondent(s)” means the Respondent(s) whose response to this Solicitation is deemed by the City to be in the City’s best interest and is awarded a contract in accordance with the terms of this Solicitation. The terms “Successful Proposer”, “Successful Bidder”, or “Contractor” are each interchangeable with “Successful Respondent” and will be used as appropriate in the given context.

“Work” means the actual task (i.e., good and/or services to be provided) contemplated by this Solicitation and required in accordance with the terms of the Contract.

1.2 Cone Of Silence

This Solicitation shall be subject to the “Cone of Silence” which shall mean a prohibition on any communication regarding a Solicitation between potential Respondent(s) or their lobbyists or representatives and the City Council, City staff including, but not limited to, the City Manager and his or her staff, and any member of the City’s selection or evaluation committee, except as otherwise explicitly provided herein.

The Cone of Silence shall be imposed upon this Solicitation after the advertisement thereof and shall terminate upon the issuance of the City Manager’s recommendation to award. However, if the City Council refers the City Manager’s recommendation back to the City Manager or committee for further review, the Cone of Silence shall be re-imposed until such time a recommendation is issued by the City Manager after such additional review.

The Cone of Silence shall not apply to:

- Communications with the City Attorney;
- Oral presentations before evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular Solicitation between a potential Respondent, and the City’s Procurement Division, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation;
- Duly noticed site visits to determine the competency of bidders/Respondent(s) regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;
- Responses to the City’s request for clarification or additional information;
- Contract negotiations during any duly noticed public meeting;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto are in writing or made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a Respondent shall render any award of this Solicitation to said Respondent voidable by the City Manager or Council.

1.3 Examination Prior to Submission

Respondents must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of this Solicitation, Respondents may request clarification by written request to the Procurement Division.

Respondents are required to be familiar with any conditions that may, in any manner, affect the Work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding all conditions that may, in any manner, affect the Work to be performed under the Contract. By submission of a Response, it will be construed that the Respondent is acquainted sufficiently with the site(s) and work to be performed.

1.4 Clarifications and Addenda

Questions regarding this Solicitation shall be directed in writing by email to the Procurement Division at the email address specified in this Solicitation. Answers will be issued simultaneously to all registered Respondents. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Respondent(s) via email or through Vendor Registry and Demand Star. The addendum will be uploaded to the City's Procurement webpage.

No person is authorized to give oral interpretations of, or make oral changes to, the Solicitation. The issuance of a written addendum shall be the only official method whereby such a clarification is made. Only questions answered by written addenda shall be binding.

1.5 Withdrawal of Response

A Respondent(s) may, without prejudice, withdraw, modify, or correct the Response after it has been submitted to the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the deadline to submit the Response. The original Response as modified by such writing will be considered as the Response submitted by the Respondent(s). No oral modifications will be considered.

1.6 Right To Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and/or all Responses or portions thereof, and to waive any technicalities or minor irregularities. Each Respondent agrees to hold harmless and covenant not to sue the City, its officials, officers, or employees, for any claims arising out of or in connection with the administration, evaluation, recommendation, or rejection of Responses.

The City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Response, which, in the sole judgment of the City, will best serve the needs and interests of the City. This issuance of this Solicitation itself does not in any way constitute a contractual agreement between the City and the Respondent(s) unless and until the City awards the Solicitation, obtains all required approvals, and executes a Contract in accordance herewith. Furthermore, the City reserves the right to award without further discussion.

The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated.

1.7 Protests

Protests of Solicitations and awards shall be submitted and resolved pursuant to City Code Section 2-338. Protests failing to meet all the requirements for filing shall NOT be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. NO EXCEPTIONS WILL BE MADE TO THIS REQUIREMENT.

1.8 Incurred Expenses

The City shall not be responsible for any expenses incurred by any of the Respondents for the preparation of their Responses to this Solicitation, or for any associated costs in relation thereto, including without limitation the cost incurred during any presentation or negotiations related to potential award.

1.9 Preparation of Response

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the Solicitation.

Responses shall include all of the information and forms required by this Solicitation. Failure to utilize the City's forms, or fully complete said forms, may result in the

Response being deemed non-responsive. The Respondent shall be considered non-responsive if its Response is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

1.10 Submission of Responses & Evaluations

Acknowledgment by Respondent: By submitting a Response, the Respondent certifies that he/she has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of services to be performed or goods to be provided. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation will be cause for rejection, as determined in the sole discretion of the City.

Acceptance/Rejection/Modification: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the submittals.

Postponement of Response Opening: The City reserves the right to postpone the date for receipt and opening of Response submissions and will make a reasonable effort to give at least three (3) calendar days' notice, whenever practicable, of any such postponement to prospective Respondents.

Responses Binding: All Responses submitted in connection with this Solicitation shall constitute binding offers to the City for one hundred and eighty (180) calendar days after opening.

Alternate Responses: An alternate Response shall not be considered or accepted by the City.

Interviews: The City reserves the right to conduct interviews or require presentations prior to award.

Samples: When required by this Solicitation, samples of any goods proposed to be provided by Successful Respondent must be furnished to the City free of charge. Materials or equipment for which samples are required shall not be used in work until approved by the City. Each sample must be labeled with the Respondent's name and delivered within ten (10) calendar days of the Solicitation opening unless another timeframe is specified in this Solicitation. If samples are requested after the Solicitation opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples. Acceptance or approval of a sample shall not be construed to change or modify any Contract requirements.

Inspections: The City, at its sole discretion, reserves the

right to inspect Respondent's facilities or products, as applicable, to determine their capability of meeting the requirements for the Contract.

Proprietary Responses: By submitting a Response, the Respondent acknowledges that the Response will become the property of the City and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

1.11 Prohibition Against Considering Social, Political, or Ideological Interests

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, which provides that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when evaluating Respondent's responsibility. Respondents are further notified that the City Council will not give preference to Respondents based on their social, political, or ideological interests.

1.12 Identical (Tie) Responses

Responses that are evaluated as being equal with respect to price, quality, and service for the procurement of commodities or contractual services (sometimes referred to herein as "Tie Bids"), received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process provided the Respondent complies with the requirements of Section 287.087, Florida Statutes.

1.13 Public Records

This Solicitation and any Responses or other information provided by Respondents in connection therewith, including but not limited to any subsequent Contract, shall be subject to the provisions of Chapter 119, Florida Statutes ("Public Records Law"). Responses are exempt from public disclosure until the City provides notice of an intended decision or until 30 days after opening the Responses, whichever occurs earlier.

By submitting a Response, Respondent(s) acknowledges that the Response, the materials submitted with the Response, the results of the City's evaluation and the subsequent Contract are open to public inspection upon proper request unless explicitly exempt under Florida law. Respondent(s) should take special note of this as it relates to proprietary information that might be included in its Response.

In the event that a Respondent submits information to the City that is proprietary or otherwise exempt from the

Public Records Law, such Respondent shall explicitly indicate the information that is exempt from public disclosure and shall provide reasons therefor and shall identify the applicable exemption with a reference to the applicable law allowing for the exemption. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.14 Compliance With Applicable Laws

Successful Respondent(s) shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract. Lack of knowledge by the Respondent(s) will in no way be a cause for relief from responsibility. Respondents must be legally authorized to transact business in the State of Florida.

Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s). If the Successful Respondent(s) observes that the Response or subsequent Contract are at variance with applicable laws, Successful Respondent(s) will give the City prompt written notice thereof. If the Successful Respondent(s) performs knowing it to be contrary to such laws, ordinances, rules, and regulations, such Successful Respondent(s) will bear all liability arising wherefrom.

In the event that any governmental restrictions are imposed that would necessitate alteration of the goods or services requested by this Solicitation and/or offered by the Successful Respondent prior to delivery or completion, it shall be the responsibility of the Respondent(s) to notify the City immediately. In the event the City determines that the alteration diminishes the City's bargained-for exchange or frustrates the project, the City reserves the right to accept the alteration or cancel the Contract.

1.15 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or Public Works project, may not submit a Response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two for a period

of thirty-six (36) months from the date of being placed on the convicted vendor list, as defined in Section 287.133, Florida Statutes.

1.16 Equal Employment Opportunity

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

1.17 Compliance with Occupational Health and Safety Act (OSHA) Standards

Respondent certifies that all materials, equipment, etc., contained in its Response meet all OSHA requirements. Respondent further certifies, that, if he/she is the Successful Respondent, and the materials, equipment, etc., delivered are subsequently found to be deficient in any OSHA requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne solely the Successful Respondent. Upon request the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the Contract, if such a program is required by law.

The Successful Respondent shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall confirm to the U.S. Department of Labor OSHA, Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

1.18 Scrutinized Companies

Respondent must certify that it is not participating in a boycott of Israel and must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be

deemed a material breach of contract. The City shall have the right to terminate the Contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.19 Fraud and Misrepresentation

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City as a further sanction may terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation.

1.20 Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Respondent have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, shall be rejected.

1.21 Respondent in Arrears or Default

The Respondent represents and warrants that the Respondent is not in arrears to the City, City agency, or instrumentality, and is not in default as a Contractor, Vendor, Provider or whose default has not been fully cured by the Respondent's surety or otherwise upon any obligation to the City. In addition, the Respondent warrants that the Bidder has not been declared "not responsible" or "disqualified" by, suspended, or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Respondent's responsibility or qualifications to receive public agreements. The Respondent considers this warrant as stated in this section to be a continual obligation and shall inform the City of any change during the term of the Contract.

The City shall deem as non-responsible, Respondents

that the City has determined is in monetary arrears, in debt, or in default to the City at the time bids are due.

1.22 Conflict of Interest

By way of its Response, Successful Respondent recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in the Contract or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Council 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 Respondent, 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 Respondent. "Material Interest" for purposes of this subsection shall mean direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to its Response to this Solicitation, if any Respondent 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 Respondent may be disqualified from furnishing the goods or services for which the Response is submitted and may be further disqualified from submitting any future Responses for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form.

1.23 Assignment or Transfer

The Successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of its interest in the Solicitation or the subsequent Contract, including any or all of its right, title or interest therein, or its power to execute such Contract to any person, company or corporation without the prior written consent of the City at its sole and absolute discretion.

Further, in the event that the majority ownership or control of the Successful Respondent changes subsequent to the award of this Solicitation or Contract, Successful Respondent shall promptly notify City in writing of such change at least thirty (30) days prior to such change and the City shall have the right to terminate the contract, at City's sole discretion.

1.24 City Property

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for repair, modification, study, etc., shall remain the property of the City. The Successful Respondent shall be liable for any and all damages to City-owned property occurring while in the Successful Respondent's possession. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any plus any other damages incurred by the City as a result of such loss.

Where Successful Respondents are required to enter onto City real property to deliver materials or to perform work or services in connection with a Contract, the Successful Respondent will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Successful Respondent shall be liable for any damages or loss to the City occasioned by negligence of the Successful Respondent (or their agent, representatives, or invitees).

1.25 Termination For Default

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

1.26 Termination For Convenience

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City, the Successful Respondent will be compensated solely for the supplies, products, equipment, or software that have been delivered to and accepted by the City prior to termination. To the extent that this Contract is for services and so terminated, the City of Doral shall be

liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. Except as expressly provided herein, the City shall not be liable for any damages incurred by the counterparty to the Contract in connection with such termination.

1.27 Confidentiality

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.28 Anti-Trust/Non-Exclusivity

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional Contracts for the goods and/or services specified in this Solicitation, and to make use of other contracts for the purchase of these goods and/or services as may be available.

In case of a default by the Successful Respondent or failure of Successful Respondent to provide the goods and/or services indicated in the Contract, the City may procure the applicable goods and/or services from other sources and hold the Successful Respondent responsible for any excess costs incurred thereby, including, without limitation and as applicable, by retaining any amounts held by the City.

1.29 Quantities

The City does not guarantee or warranty as to the total amount that may or may not be purchased from any resultant Contract. Any quantities included are for bidding purposes only and will be used for tabulation and presentation. The City reserves the right to reasonably increase or decrease quantities as required.

1.30 Audit Rights and Records Retention

The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the Contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful Respondent shall maintain and retain any and all of the aforementioned records for a minimum of three years after the expiration and/or termination of the Contract.

1.31 Capital and Other Expenditures

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or

prepares to make, in order to provide the goods or perform the services required by the City under the Contract, is a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures or any other expenses unless otherwise explicitly agreed to by the City in writing and as part of the Contract.

1.32 Governing Law and Venue

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The Successful Respondent agrees that any action, mediation, or arbitration arising out of the Solicitation or Contract shall take place in Miami-Dade County, Florida.

1.33 Attorney Fees

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party shall be responsible for their own attorney fees through and including appellate litigation and any post-judgment proceedings.

1.34 Disputes

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

1.35 Waiver of Jury Trial

The City and the Successful Respondent knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any dispute arising out of the Contract or the performance of the Work thereunder.

1.36 No Partnership or Joint Venture

Nothing contained in this Solicitation or Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Respondent, or to create any such relationship between the parties.

The Successful Respondent is an independent entity under the Contract. Services provided by the Successful Respondent shall be by employees of the Successful Respondent and subject to supervision by the Successful Respondent, and not as officers, employees,

or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Successful Respondent.

1.37 Severability

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

1.38 Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation shall indemnify and hold harmless the City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to all reasonable attorney's fees and costs, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications shall survive the term of the Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, the Successful Respondent shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Respondent to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by the Successful Respondent or persons employed or utilized by the Successful Respondent. This indemnity will survive the cancellation or expiration of the Contract.

This indemnity will be interpreted under the laws of the

State of Florida, including, without limitation, in a manner that conforms to the limitations of §768.28, §725.06 and/or §725.08, Florida Statutes, as applicable and as amended.

The Successful Respondent shall require all subconsultants and subcontractors' agreements to include a provision specifying that they will indemnify and hold harmless the City in the manner substantially set forth above.

The Successful Respondent agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Respondent in which the City participated either through review or concurrence of the Successful Respondent's actions. In reviewing, approving or rejecting any submissions by the Successful Respondent or other acts of the Successful Respondent, the City in no way assumes or shares any responsibility or liability of the Successful Respondent or subcontracted entities, under the Contract.

Successful Respondent warrants that there has been no violation of copyrights or patent rights in submitting their Response or providing the goods or services requested by this Solicitation. The Successful Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Successful Respondent shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent shall pay all damages and costs awarded against the City.

1.39 City Rights as Sovereign

Notwithstanding any language contained in this Solicitation or subsequent Contract, Successful Respondent understands that the City retains all of its sovereign prerogatives and rights as a municipality under applicable laws, including, but not limited to, any regulatory authority and approvals. Neither the issuance of this Solicitation nor any subsequent Contract shall constitute a waiver of the City's rights as sovereign. In no event shall the City have any obligations or liabilities to the Successful Respondent under the Contract or otherwise on account of the City's exercise of its sovereign prerogatives and rights and regulatory

authority (quasi-judicial or otherwise) as a municipal government.

1.40 Time is of the Essence

Successful Respondent understands and agrees that time is of the essence in the completion and delivery of the goods and/or services to be provided in connection with the Solicitation and subsequent Contract.

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract. Time is of the essence in performance of the Work.

1.41 Delivery

The delivery of any all goods required by this Solicitation and resultant Contract shall be delivered F.O.B. Destination (i.e., at a specific City-designated address), and delivery costs and charges (if any) will be included in the quoted price. Exceptions shall be noted.

Goods or material(s) delivered to the City pursuant to this Solicitation and resultant Contract shall remain the property of the Successful Respondent until accepted to the satisfaction of the City. In the event goods or materials delivered to City are found to be defective or do not conform to specifications, the City reserves the right to reject or return the same to the Successful Respondent at the Successful Respondent's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

1.42 Brand Names

Unless otherwise provided in this Solicitation, if a brand name, make, manufacturer trade name, or vendor catalog is mentioned, whether followed by the words "approved equal" or otherwise, it is the intent of the City that such name is included for the purpose of establishing a grade or quality of material only. Bidder may offer alternatives of equal quality and appropriateness for the City's needs with appropriate identification, samples, and/or specifications. The City shall be the sole judge concerning the merits of items as equals.

1.43 Contract Amendments

The Contract(s) that result from this Solicitation may not be modified except pursuant to written amendment executed by both the City and the Successful Respondent, or their authorized successors or assigns.

1.44 Conflicts and Order of Precedence

This Solicitation and Contract shall be read together to avoid any conflicts. However, in the event of a conflict or inconsistency between this Solicitation or any exhibit attached hereto, any document referred to herein, or any document incorporated into this Solicitation and Contract by reference, and a term, statement, requirement, the Response by Successful Respondent, specifications and plans prepared by the Successful Respondent, if applicable, or provision of the Contract the following order of precedence shall apply:

In the event of any conflicts between the Contract and Solicitation, the Contract, as may be amended, shall govern. Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Technical Specifications, or any addendum issued, the order of precedence shall be the last addendum issued, the Technical Specifications, the Special Terms and Conditions, and then the General Terms and Conditions.

In the event of conflicts within the Contract, as amended the priorities stated below shall govern, as applicable:

- Scope of Work and Specifications shall govern over the Response, including without limitation any plans and drawings submitted thereby;
- Larger scale drawings shall govern over smaller scale drawings;
- Figured or numerical dimensions shall govern over dimensions obtained by scaling; and
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

1.45 Contract Interpretation and Construction

The singular includes the plural, and the plural includes the singular. "Shall" is mandatory and "may" is permissive. The masculine gender includes the feminine and neuter. The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

Miscellaneous items and accessories which are not explicitly mentioned, but which are essential to produce

a complete and properly operating product providing the function indicated, shall be furnished and installed without change in the Contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, or other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the City before installation. The above requirement is not intended to include major components not covered by or inferable from the Response and Contract specifications.

1.46 Rights and Remedies

The duties and obligations imposed by this Solicitation and Contract and the rights and remedies available thereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Successful Respondent and those rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract.

1.47 Inspection of Project Records

The City shall have the right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Successful Respondent which relate in any way to the Contract, and to any claim for additional compensation made by Successful Respondent, and to conduct an audit of the financial and accounting records of Successful Respondent, which arise out of the Contract. Successful Respondent shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Contract and to any claim for a period of three (3) years following final completion of the underlying project at no cost to the City. During the implementation of the work contemplated under the Contract and the three (3) year period following final completion of the same, the Successful Respondent shall provide the City access to such books and records upon five (5) days written notice.

1.48 Notice

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

1.49 Payment

The City as a municipal corporation is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat., as amended. Payments made by the City shall not preclude the City from disputing any items or services billed under this Contract and shall not be construed as waiver or acceptance of any part of the goods or services.

1.50 Taxes

The cost of all applicable sales, use, and other taxes for which Respondent is liable under the Contract shall be included in the prices quoted provided by Respondent.

1.51 Employees

Successful Respondent shall be responsible for the appearance of all working on-site personnel assigned to the work in connection with the Contract (clean and appropriately dressed at all times). On-site personnel always supply proper identification upon request.

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

Each employee of the Successful Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Card. The Successful Respondent agrees not to employ any person undergoing sentence of imprisonment except as otherwise provided by applicable laws.

1.52 Subcontractors or Suppliers

Prior to the commencement of any work pursuant to the Contract, the Successful Respondent shall furnish, in writing to the City, the names of all persons/entities (including those who are to furnish materials or equipment fabricated to a special design), if any, proposed for each principal portion of the work. The City shall notify the Successful Respondent, in writing, of any proposed person or entity to which City has an objection. The Successful Respondent will not employ any subcontractor or supplier against whom the City may

have reasonable objection. Nor will the Successful Respondent be required to employ any subcontractor or supplier who has been accepted by the City, unless the City determines that there is good cause for doing so or if the terms of this Solicitation or Contract specify otherwise.

The Successful Respondent shall be fully responsible for all acts and omissions of their subcontractors and/or suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them.

All work performed for the Successful Respondent by a subcontractor, supplier, or other person will be pursuant to an appropriate agreement between the Successful Respondent and such person. All agreements between the Successful Respondent and all subcontractors, suppliers, or others shall specifically bind the subcontractor, supplier, or other person to all applicable terms and conditions of the Contract for the City's benefit. Nothing in the Contract shall create any contractual obligation or liability on the part of the City to any subcontractor, supplier, or other person having a direct contract with Successful Respondent, including without limitation any payment to any such person, except as may otherwise be required by law.

1.53 Extensions

The City reserves the right to automatically extend the Contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, negotiated and/or awarded. If the right is exercised, the City shall notify the Contractor, in writing, of its intent to extend the Contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Contractor are in mutual agreement of such extensions.

1.54 Hiring Preference for Procured Projects

To the extent applicable, Successful Respondent shall comply with the provisions of City Code Section 2-325, providing a preference for Doral Businesses and Residents in Public Works and Improvements Contracts unless otherwise prohibited by applicable law or grant requirement.

[END OF SECTION]

ARTICLE 2 – SPECIAL TERMS AND CONDITIONS

2.1 Bid Submittal Instructions

Bids must be submitted in the format and on the forms provided by this Solicitation as Exhibit A. Bids must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the response may be attached behind the required forms. Responses by corporate entities must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.2 Basis of Award

Bids shall be on a unit price basis. Award of this Contract will be made to the lowest responsive and responsible bidder who bids on all items and whose bid offers the lowest total project cost when all items are added in the aggregate as indicated in the Bid Price Sheet. Failure to bid on all items shall deem your bid non-responsive. Additionally, the City shall give preference to a responsive and responsible bidder that is a certified veteran business enterprise in accordance with the provisions set forth in City Code Section 2-324(2)(a).

The City reserves the right to utilize any combination of the base bid, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and the City's available project budget. The City reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.

2.3 Contract Timing

The Contract will commence on the date the Agreement is executed by the City and Contractor and will continue to run consecutively for the period of one hundred and eighty (180) calendar days after date specified in Notice to Proceed. Project shall be completed and ready for final payment in accordance with the Contract Documents within one hundred and eighty (180) calendar days after the date specified in the Notice to Proceed ("Final Completion"). No extension of time will be given unless previously provided by the City Manager or designee in writing. Liquidated damages will be

assessed for each calendar day for which completion of the project is delayed.

2.4 Project Schedule and Preparation

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

Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements which shall be approximate. Any modifications to the proposed work, once construction has begun, will be at no cost to the City.

All Work completed under the Contract will be measured by the City according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

2.5 Identification of Subcontractors

Bidders shall list all proposed subcontractors in the appropriate portion of the Required Submission Forms attached as Exhibit A. Contractor shall be responsible for the coordination of the trades, Subcontractors, materials and staff necessary to complete the Work.

2.6 Licensing

Respondents must have the proper license(s) and certification(s) to perform the Work being requested. Successful Respondent must provide a copy of their occupational/business license and State registration at time of award. Failure to possess and maintain the proper license(s) and/or certification(s) may result in disqualification of proposal submittal or termination of the Contract after award. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their bid submittal. Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization

from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

2.7 Insurance Requirements

Contractor shall maintain, at their sole expense and during the term of this agreement insurance requirements set forth in the attached Exhibit C.

2.8 Bid Security/Bond

Bidders shall be required to submit a Bid Bond equal to five percent (5%) of the base bid.

Original Bid Bonds shall be submitted to and received by the City Clerk's Office in a sealed envelope no later than the submittal due date at:

City Clerk
City of Doral
8401 NW 53 Terrace
Doral, FL 33166

Awarded Bidder's failure to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of such Notice will authorize the City to revoke the award and collect against the Bid Bond.

2.9 Payment Bond, and Performance Bond

Contractor shall be required to submit a Payment Bond and a Performance Bond in forms acceptable to the City of Doral, which shall be substantially as provided in the forms set forth within composite Exhibit D. Each such bond shall be in the amount of one hundred percent (100%) of the total contract price guaranteeing to the City the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, of Subcontractors employed pursuant to this Project. Each Bond shall be with a Surety company meeting the qualifications set forth herein.

Each Bond shall continue in effect for one and one half (1.5) years after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the total contract price. The Performance Bond shall be conditioned that the Contractor will, upon notification by the City, correct any defective or faulty Work or materials which appear within one and a one half (1.5) years after final completion of the Contract.

Pursuant to the requirements of Section 255.05(1), Florida Statutes, the Contractor shall ensure that the Bond(s) referenced above shall be recorded in the public records of Dade County and Provide the City with

evidence of such recording.

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

The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current Revisions. Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida. The City will accept a surety bond from a company with a rating of A- or better.

Failure of the successful Bidder to execute and deliver the Agreement and deliver the required bonds and Insurance Certificates as stipulated herein shall be cause for the City to annul the Notice of Award and declare the Bid and any security therefore forfeited.

2.10 Hours of Work

Contractor will perform work Monday through Friday, excluding City holidays, from 8:00 a.m. to 6:00 p.m. unless prior written approval is received from The City. The Contractor must comply with the City's Noise Ordinance, Ordinance No. 2006-23.

2.11 On-Site Survey/As Built

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

2.12 Permits

Contractor shall obtain all permits necessary to conduct this project. The cost of all permits should be included on the bid proposal. If more than 1 Acre of land is disturbed during construction the Contractor is responsible to obtain NPDES Stormwater permit coverage through the Florida Department of Environmental Protection (FDEP) Construction Generic Permit (CGP). Instructions to request and obtain a CGP can be found at: <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>. Contractor should submit the Notice of Intent (NOI) with the appropriate processing fees to the NPDES Stormwater Notices Center. Contractor must apply for permit coverage at least two days before construction

begins. In addition, the Contractor shall clear utilities prior to conducting any work at each project site. Contractor shall adhere to any restrictions imposed by FPL for conducting work under power lines.

2.13 Public Convenience and Safety

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

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

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

2.14 Safety and Protection

All work in fulfillment of this project shall be performed on City property or public right-of-way. No permission will be given to trespass on adjoining property. If property (public or private) is damaged during construction or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City of Doral prior to the final

acceptance of the work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, water sprinklers, signs, and trees.

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

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

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

Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES latest edition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to: all employees and other persons whom may be affected thereby; all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area; and all other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will designate an OSHA Certified "Competent Person", as defined under 29 CFR 1926.32(f), at the site whose duty shall be the prevention of accidents. Under the Excavation standards, tasks performed by the competent person include classifying soil, inspecting protective systems, designing structural ramps, monitoring water removal equipment, and conducting site inspections.

In addition, the competent person shall be available to receive verbal instructions from CEI Team or City

representatives regarding installation, adherence to City standards, plans, and Contract Documents as a front-line representative of the Contractor.

Additional site tasks performed by the competent person include but are not limited to weekly safety briefings, daily adherence to MOT set up and takedown, monitoring of resident and commercial stakeholder requests, and concurrence with CEI Team's daily reports.

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

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

2.15 Trench Safety Act

Contractor shall comply with the State of Florida "Trench Safety Act" to the extent applicable, which was created to provide for increased worker safety by requiring compliance with sufficient standards for trench safety when the excavation is in excess of five (5) feet deep.

2.16 Emergencies

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will give the City prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

2.17 City's Field Representative

The City will designate an individual to serve as the City's Field Representative, which will be responsible to administer the Contract and communicate on behalf of the City. The Field Representative shall determine the amount and quality of several kinds of work performed and materials furnished which are to be paid for under the Contract.

The Field Representative will observe the Contractor's work for compliance with the Contract Documents. Such observation will extend to any part of the work done and to the preparation, fabrication, or manufacture of the

material to be used. Upon discovery of faulty workmanship or defective materials, the Field Representative shall call the Contractor's attention to the same and reject work and materials not conforming to the requirements of the Contract Documents.

When any work in progress or completed is not Contract Documents, the Field Representative order the Contractor to shut down that portion of the work affected until the affected work is corrected to the satisfaction of the Field Representative. The Field Representative shall confirm this later in writing as soon as practicable, detailing the reasons for the shutdown. Work performed in violation of the Field Representatives order to shut down will not be accepted or paid for.

The Field Representative is not authorized to revolt, alter, or waive any requirements of the contract. The Field Representative will negotiate and act on behalf of the Owner to the authorized limits of his authority as specified in the Contract Documents.

Whenever the Contractor intends to build, assemble or perform any portions of the work away from the site, the Contractor shall promptly notified the Field Representative of such intentions, including where and why no such work is to be performed, before such work starts. The Contractor shall also make arrangements for access thereto by the Field Representative so that the aforementioned portions of the work may be inspected as needed.

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

The Field Representative shall not act as a foreman or perform other duties for the Contractor, nor interfere with the management of the work by the Contractor. The administration, observation of the work, and actions by the Field Representative, as herein provided, shall not be construed as undertaking supervisory control of the construction work or of means and the methods employed by the Contractor or his Subcontractors and shall not relieve the Contractor from any of his responsibilities or obligations under the contract; the Contractor shall not request or attempt to require the Field Representative to undertake such supervisor

control or to administer, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor from such responsibilities or obligations.

The Field Representative shall decide all questions relating to the rights of different prime Contractors on the project or site. All materials and each part or detail of the work shall be subject to observation by the Field Representative and/ or the Architect/ Engineer. The Architect/ Engineer and the Field Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required.

2.18 Security

Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each workday and weekend. Contractor is responsible for project security. The Contractor shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deems effective, at the Contractor's cost.

2.19 Work Site Conditions

The Contractor shall at all times ensure that the work site is maintained in a clean and orderly fashion. Contractor shall control dust by watering and sweeping at end of each workday or as directed by City. Dust control must meet City's satisfaction or City will control dust by whatever means deemed necessary and Contractor shall pay all expenses incurred by the City associated with dust control.

As soon as the work in any one locality is completed, the accumulated rubbish or surplus materials shall be promptly removed. The Contractor shall also restore all public and private property in a manner acceptable to the City, to a condition equal to or better than pre-construction conditions. This shall apply to public and private property which has been displaced or damaged during the prosecution of the work, and the Contractor shall leave the site and vicinity unobstructed and in a neat and presentable condition.

2.20 Existing Utilities, Structures, & Facilities

The underground pipes, utilities and structures shown on the Plans are located according to the best information available but may vary by several feet from both the position and elevation shown. The Contractor shall explore far enough ahead of his work to determine the exact location and condition of such utilities, structures or facilities so that, before the pipe is installed, the

Engineer may change the line or grade of the pipe or other facility, should that become necessary to avoid a conflict. Should this exploration reveal that adjustments to the work are necessary; the Contractor shall immediately notify the Engineer and coordinate with him to adjust the work in a timely fashion avoiding delays to construction. No request for additional compensation or Contract time (except for a non- compensable time extension at the sole discretion of the Engineer, whose decision shall be final) resulting from encountering utilities or structures not shown, or differing in location or elevation from that shown, will be considered. The Contractor shall explore sufficiently ahead of the Work to allow time for any necessary adjustments without delay to the progress of the installation. Costs due to delays occasioned by encountering underground utilities or structures which could have or should have been discovered by timely exploration ahead of the Work shall rest solely with the Contractor.

All cost for changing the grade of the proposed "new installation" downward two feet-six inches or less in order to clear obstructions located differently than shown on the Plans, or to clear obstructions located differently than shown on the Plans but the location of which could have become known or should have become known by proper observation of field conditions or the proper exploratory procedure, shall be included in the prices bid under the various items of the Proposal and no additional compensation will be allowed.

All pipes, sewers, drains and other pipe, cables, or conduits, and all other obstructions, whether or not shown, shall be temporarily removed from, or supported during excavation. It is intended that wherever piping systems or utilities such as water, wastewater, air, chemical, electrical or other service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the plans. The Contractor shall be held responsible for any damage to such installations and shall restore them to service immediately.

Changing the grade of the proposed main by rising deflections, or the alignment by horizontal deflections, will not be considered as extra work, or extra cost, to the Contractor, and in some cases a credit to the Department may be warranted.

Relocation of existing utilities: The relocation of existing utilities, as noted on the Plans, or for the convenience of

the Contractor shall be the responsibility of the Contractor. This work shall be completed by either the forces of the existing utility or the Contractor's forces at the discretion of the responsible utility. If the work is to be performed by the Contractor, all work shall be done in accordance with the utility company's requirements. Under no circumstances shall the Contractor be authorized extra payment for this work, and all cost for the relocation shall be the responsibility of the Contractor.

The Contractor shall also be responsible for the coordination of all existing utility relocations with the appropriate utilities. Where temporary supports or protective encasements are required during the construction, the Contractor shall be responsible for this work at no additional cost.

Any conflicts between the field investigation and the information shown on the plans shall be brought to the immediate attention of the City.

2.21 Changes to the Work

The City may, at any time or from time to time, without notice to the sureties, and only in writing, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. A Change Order may include any change in the Work within the general scope of the Contract, including but not limited to changes in the specifications (including drawings and designs); in the method or manner of performance of the Work; in the City-furnished facilities, equipment, materials, services, or site; or in directing acceleration in the performance of the Work.

Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. All Change Orders that add or delete work, or increase or decrease Time, may result in an adjustment to the Contract Price and Time accordingly. Any such changes must be reflected in the Change Order(s), which when signed by the Contractor, shall indicate an agreement of the parties therewith.

The City may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. Additional Work performed by the Contractor without authorization of a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the

Contract Time, except in the case of an emergency as provided in this Solicitation. The City will execute appropriate Change Orders prepared by the City covering changes in the Work to be performed and Work performed in an emergency and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is approved by the City.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such an adjustment to the City.

2.22 Changes to the Contract Time or Price

The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at their expense without changing the Contract Price. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle the Contractor to an adjustment to the Contract Price or Time.

If any change order under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work, under this Contract, whether or not changed by any order, the Contract Price and Time will be adjusted in writing by the same amount.

If the Contractor intends to assert a claim for an adjustment in Contract Price or Time under this clause, he must, within ten (10) days after receipt of a written Change Order, submit to the City a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data. No claim by the Contractor for an adjustment in Contract Price or Time hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined either by negotiated lump sum or on the basis of the cost of the Work, determined as provided below, plus a mutually agreed upon fee to the Contractor to cover overhead and profit.

The term cost of the Work means the sum of all direct

costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in Miami-Dade County, shall include only the following items:

- Payroll costs for employees in the direct employ of Contractor in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned based on their time spent on the Work. Payroll costs shall be limited to salaries and wages, plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above only if authorized by City.
- Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless City deposits funds with Contractor with which to make payments in which case the cash discounts, shall accrue to the City. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to City, and Contractor shall make provisions so that they may be obtained.
- Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to CITY who will then determine which Bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the cost of the Work shall be determined in accordance with this section.
- Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City with the advice of Contractor, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any equipment or machinery shall

cease when the use thereof is no longer necessary for the Work.

- Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
- Payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.
- Utilities, fuel and sanitary facilities at the site.
- Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- Cost of premiums for additional Bonds and Insurance required solely because of changes in the Work, not to exceed two percent (2%) of the increase in the Cost of the Work.

The term cost of the Work shall not include the following:

- Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule of Work all of which are to be considered administrative costs covered by the Contractor's fee.
- Expenses of Contractor's principal and branch offices other than his office at the site.
- Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- Cost of premiums for all bonds and for all insurance policies whether Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided above).
- Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them for whose acts any of them may be liable, including but not limited to, correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- Other overhead or general expense costs of any kind not otherwise expressly included as an appropriate cost of Work under this Solicitation.

Upon the issuance of a Change Order, Contractor's

overhead and profit shall be determined as follows:

- In the event of an oversight or omission by the Contractor no compensation for overhead or profit will be provided.
- If the Change Order is not due to the Contractor's oversight or omission, overhead and profit shall be a mutually acceptable firm fixed price.
- If no fixed price can be agreed upon, then ten percent (10%) fixed fee based on the estimate of the various portions of the Cost of the Work.

Whenever cost of Work is to be determined pursuant to the above process, the Contractor will submit in form prescribed by City an itemized cost breakdown together with supporting data.

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

Force Account Work

If the City and the Contractor cannot reach an agreement on an equitable adjustment to the Contract Price for any work as prescribed above, then the additional Work will be performed on a Force Account basis as directed by the City's Field Representative with review by the Architect/ Engineer and paid for as specified below.

In the event additional Work is performed on a Force Account basis, then the Contractor and the Subcontractors, as appropriate, shall maintain itemized daily records of cost, quantities, labor and the use of authorized special equipment or machinery.

The itemized daily record will be submitted to the Architect/Engineer daily for approval, which shall be subject to audit by the City. The Contractor, including its Subcontractor(s) of any tier performing the work, and the Architect/ Engineering shall compare records of the cost of force account work at the end of each day. The agreement shall be indicated by signature of the Contractor, the Subcontract performing the work, and the Architect/ Engineer or their duly authorized representatives.

No payment will be made for work performed on a force account basis until the Contractor has furnished the

Architect/ Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

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

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

2.23 Value Engineering Change Proposals

The Contractor may submit to the City's Architect/Engineer one or more cost reduction proposals for changing the Contract requirements. The proposals shall be based upon a sound study made by the Contractor indicating that the proposal:

- Will result in a net reduction in the total cost;
- Will not impair any essential function or characteristic of the Work such as safety, service life, reliability, economy of operation, ease of maintenance and necessary standardized features;
- Will not require an unacceptable extension of the Contract completion time; and
- Will require a change in the Contract Documents and such change is not already under consideration by the Owner.

Contractor shall specifically identify any such proposals under this section with the heading "Value Engineering Change Proposal". The Owner may accept in whole or in part any proposal submitted pursuant to the previous paragraph on Value Engineering Change Proposals by issuing a Change Order which will identify the proposal on which it is based. The Change Order will provide for a Contract change in the Contract price and will revise any other affected provisions of the Contract Documents. The equitable adjustment in the Contract price will be established by determining the net savings resulting from the accepted change. The net savings resulting from the

change will be shared between the Contractor and the Owner based on 50 percent for the Contractor and 50 percent for the Owner and will be limited to 10 percent of the total construction contract amount for all Value Engineering Change Proposal submitted via Change Order. Net savings will be determined by deducting from the proposal's estimated gross savings (1) the Contractor's costs of developing and implementing the proposal (including any amount attributable to a subcontractor) and (2) the estimated amount of increased costs to the Owner resulting from the change, such as evaluation, implementation, inspection, related items, and Owner - furnished material. Estimated gross savings will include Contractor's labor, material, equipment, overhead, profit and bond. The Contract price will be reduced by the sum of the Owner's costs and share of the net savings. For the purposes of this article, the applicable provisions of the Contract Documents shall be used to determine the equitable adjustment to the Contract price.

The Owner will not be liable for delay in acting upon, or for failure to act upon, any proposals submitted pursuant to of this article. The decision of the Owner as to the acceptance or rejection of any such proposal under the Contract will be final. The submission of a proposal by the Contractor will not in itself reflect the rights or obligation of either party under the Contract.

The Contractor shall have the right to withdraw part or all of any Value Engineering Change Proposal he may make at any time prior to acceptance by the Owner. Such withdrawal shall be made in writing for the Architect/ Engineer. Each such proposal shall remain valid for a period of 60 days from the date submitted. If the Contractor wishes to withdraw the proposal prior to the expiration of the 60-day period he will be liable for the cost incurred by the City in reviewing the proposal.

2.24 Suspension of Work and Termination

The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. For suspensions longer than ninety (90) days, The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if they make a claim in accordance with the process set forth in this Solicitation.

Work shall be suspended during inclement weather when the weather is unfit for good and careful Work to

be performed unless written permission is provided by the City. Should the severity of the weather continue, the Contractor upon the direction of the City, shall suspend all Work until instructed to resume operations by the City and the Contract Time shall be extended to cover the duration of the order.

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

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

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

pursuant to the City's right to terminate for convenience as set forth in this Solicitation.

Where the Contractor's services have been so terminated by the City said termination shall not affect any rights of the CITY against the Contractor then existing or which may thereafter accrue. Any retention or payment by the City due to Contractor will not release the Contractor from liability.

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

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

2.25 Payments and Completion

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

The City will within ten (10) days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the City, or return the partial payment estimate to the Contractor, indicating in writing their reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The City, will within thirty (30) days of presentation to them of any approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The City may retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. Any interest earned on the retainage shall accrue to the benefit of the City.

The City will provide Contractor with the appropriate forms by which to submit the progress payment estimates and requests as well as the certification of Contractor; partial release by subcontractors, suppliers, and/or Contractor; and any additional documents the City may reasonably require.

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

Acceptance by Contractor of final payment shall operate as a release to the City and a waiver of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the Work and for every act and neglect of the City and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor of their sureties from any obligations under the Contract Documents or the Performance Bond

and Payment Bonds.

2.26 Testing & Inspections

The Field Representative, Architect or Engineer and other representatives of City, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.

The Contractor shall give City timely notice of readiness of the Work for all required inspections, tests, observations or approvals. Inspections, tests or observations by the City's Representative, the Architect or Engineer, City or its agents may be performed at its discretion to provide information to the City on the progress of the Construction. However, such information is not intended to fulfill the Contractor's obligations in accordance with the Contract Documents.

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

Storm Sewer System Testing

- Equipment must conform to applicable sections of ASTM and all other applicable industry standards and codes.
- Clean all manholes, pipes, and structures by removing sheeting, bracing, forms, soil sediment, concrete waste, and other debris.
- Do not discharge soil sediment or debris to drainage channels or existing storm sewers. Dispose of properly in a waste containment site that is acceptable to the City.
- Examine structures and pipes for:
 - Damage.
 - Indication of displacement of reinforcement, forms, pipes, or bedding.
 - Porous areas or voids.
 - Proper placement of seals, gaskets, and embedment.
 - Visible infiltration.
- Verify that structures and pipes are set to true line, grade, and plumb.
- Verify structure and pipe dimensions and thickness.
- Measure actual inside dimensions of all flexible pipe prior to installation. Use these dimensions when sizing the mandrel should deflection testing be required.
- Storm sewer pipes shall be inspected by flashing a

light between structures or by physical passage where space permits.

- Lamping shall be done after pipe trench backfill is compacted and brought to grade or pavement subgrade.
- Full pipe diameter ("full moon") shall be visible for grade alignment.
 - No less than half pipe diameter ("half-moon") shall be visible for horizontal alignment.
- Storm sewer structures shall be plugged in each direction and cleaned thoroughly to the bottom of sump area.
 - There will be no sediment or debris permitted and all pipe inlets connections will be watertight.
 - The tops of structures will be thoroughly sealed inside and out with no brick exposure.
 - Manhole rim and covers will be thoroughly sealed inside and out with no brick exposure.

Density Testing

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

Compaction test reports of sub-grade and base rock shall be submitted for approval to the designated City representative prior to installation of final asphaltic wearing surface.

If any Construction that is to be inspected, tested or approved is covered without written concurrence of City's Representative, it must, if requested by City or the City's Representative, be uncovered for observation. Such uncovering shall be at Contractor's expense and will exclude the right to an increase in the Contract Price or Contract Time unless Contractor has given City or the City's Representative timely written notice of Contractor's intention to cover such Construction and City, or the City's Representative has not acted with reasonable promptness in response to such notice.

If City considers it necessary or advisable that covered Work be observed by City's Representative or the Architect or Engineer, or inspected or tested by others,

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

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

The Contractor shall furnish the required samples for testing without charge. The Contractor shall provide at least 24-hour notice when requesting testing to be performed. In locations where coring's are taken by the approved testing lab, the Contractor shall be responsible for plugging these core holes.

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

2.27 Contractor's General Warranty & Guarantee

Contractor warrants and guarantees to City that all Work shall be in accordance with the Contract Documents and will not be defective. Contractor further warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will have passed to the City prior to the making of the application for payment,

free and clear of all liens, claims, security interest and encumbrances (hereafter referred to as "Liens"); and that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

- Observations by City or City's Representative, based on the recommendation of the Architect or Engineer;
- Payment by City of any progress or final payment;
- The issuance of a certificate of Substantial Completion, certificate of Final Completion, or any payment related thereto by City;
- City's use or occupancy of the Work;
- Any acceptance by City or any failure to do so;
- Any review and approval of a submittal or the issuance of a notice of acceptability by the City's Representative;
- Any inspection, test, or approval by others; or
- Any correction of defective Work by City.

If the Contractor is notified to correct defective or nonconforming work, and the Contractor fails to promptly proceed with corrective action in a reasonable time, the City may, at its sole discretion and upon written notice to Contractor, complete the redesign, repair, rework or replacement of nonconforming work by the most expeditious means available and back charge the Contractor for the cost incurred. The cost of back charge work shall include all reasonable costs associated with the corrective action. The City shall separately invoice or deduct from payments, otherwise due to the Contractor, the costs as provided herein. The City's right to back charge is in addition to any for all other rights and remedies provided in this contract, or by law. The performance of work, on behalf of the City, shall not relieve the Contractor of any of its responsibilities under this contract including but not limited to express or implied warranties, specified standards of quality, contractual liabilities and indemnification, and the

Contract Time.

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

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

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

Without prejudice to any other right of the City, if within one (1) year after the date of final completion or within any designated manufacturer's warranty, whichever is greater, or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective Work, or, if it has been rejected by City or the City's Representative, based on the recommendation of the Architect or Engineer, remove it from the site and replace it with non-defective Work. If

Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all of the City's direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of the Architect or Engineer) will be reimbursed by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so, provided in the Specifications or by written amendment.

City shall reserve and retain all of its rights and remedies at law and equity against Contractor and its surety for damages and for corrections of any and all latent defects.

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

2.28 Materials

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

The Contractor shall store materials, at his expense, in areas approved by the City. The Contractor, at their own expense, shall maintain these areas in a clean, orderly condition so as not to cause a nuisance in the area. The Contractor shall restore the storage area to its original or better condition, with all its appurtenances, in kind, to the satisfaction of the City, at the Contractor's discretion, if the Contractor chooses to stage material outside of the designated area, with prior approval from the City.

All salvageable material and/or equipment removed from the existing construction for which specific use,

relocation or other disposal is not specifically noted on the drawings or otherwise specified, will remain the property of the City and be turned over to the City. All material and/or equipment not in salvageable condition as determined by the City Representative must be disposed of by the Contractor. The actual storage site for salvageable material will be designated by the City.

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

2.29 Equipment

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

2.30 Water Usage

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

2.31 Staging

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

2.32 Liquidated Damages

Upon failure of the Contractor to complete the Work within the time specified for completion, (plus approved extensions if any) the Contractor shall pay to the City the sum of ONE THOUSAND SIX HUNDRED AND SIXTY-FIVE DOLLARS AND 00/100 (\$1,665.00) for each calendar day that the completion of the Work is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and

agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The CITY shall have the right to deduct from and retain out monies which may be then due, or which may become due and payable to the Contractor, the amount of such liquidated damages, the Contractor shall pay in full such liquidated damages.

[END OF SECTION]

ARTICLE 3 – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

3.1 Purpose and Intent

The City of Doral is seeking sealed bids from qualified General Contractors for all material, labor, equipment and services to accomplish the rehabilitation and renovation to the restroom building at Doral Morgan Levy Park located on 5300 NW 102nd Ave, Doral, FL 33178, as more particularly described in this ITB.

The project includes the furnishing of all materials including engineering, construction, permitting, installation, labor, and equipment for a complete installation.

3.2 Scope of Work

Contractor shall furnish, provide, and pay for all supervision, labor, materials, tools, machinery, equipment, supplies, manufactured articles, transportation, disposal, insurance, permits, licenses, incidentals, and services, including power, water, and essential communications, general field requirements, and other costs and expenses whatsoever, both direct and indirect, necessary to complete the scope of work as described in the Contract Specifications and Drawings (Exhibits E and F) and Additional Specifications (Exhibit D)

3.3 Qualifications

For Contractors to be considered, Contractors must submit with their bid evidence that they have sufficient experience and are qualified to satisfactorily perform the work required by this Solicitation, in the City's sole discretion.

Accordingly, Contractors must demonstrate each of the following minimum qualifications:

- Evidence of the successful completion of at least five (5) municipal renovation projects of similar or greater scope within the last five (5) years in which the proposer served as the primary contractor. Proposer must provide a list with the project title, project completion date, address, and the agency contact information where the work was performed.
- The following license is required to be active at the time of bid submittal: State of Florida General Contractor.
- Demonstrate that Contractor has sufficient personnel and financial resources to handle the proposed project workload in a timely and cost-effective manner as may be determined by subject matter expert staff upon review of the Contractor's qualifications.
- Demonstrate that they have offices within South Florida (Miami-Dade, Broward, and Palm-Beach County).

Failure to meet the above-referenced minimum qualifications shall result in a disqualification of the bid as non-responsive and/or non-responsible.

3.4 Funding Requirements

The project contemplated herein will be funded in whole or in part by tax-exempt municipal bond financing. Accordingly, the awarded bidder agrees to comply with any contractual provisions that may

be reasonably required to ensure continued compliance with all applicable funding restrictions as determined by the City Manager and/or City Attorney.

3.5 Additional Specifications

In addition to the requirements set forth in the body of this solicitation, Awarded Contractor shall comply with the provisions and specifications contained in the following documents, which are attached and incorporated herein as composite Exhibit D:

1. Preconstruction Conference
2. Site Conditions
3. Hurricane Preparedness
4. Protection of Existing Facilities, Vegetation, Structures, Utilities, and Improvements
5. Interference with Existing Utilities
6. Environmental Protection and Special Controls
7. Contaminated Soil / Groundwater
8. Clearing and Grubbing / Landscaping / Site Cleanliness
9. Concrete Driveway, Sidewalk, and Curb and Gutter Removal and Replacement
10. Excavation / Trench Stabilization / Trench Overcut / Compacted Backfill
11. Shop Drawings, Product Data, and Samples
12. Project Specifics
13. Form of Bid Bond
14. Form of Payment Bond
15. Form of Performance Bond

[END OF SECTION]

ARTICLE 4 – REQUIRED SUBMISSION FORMS

INTERESTED PROPOSERS SHALL SUBMIT THE FOLLOWING FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED. THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS SOLICITATION.

The required submission forms are attached to this Solicitation, and are inclusive of the following:

1. Solicitation Response Form
2. Bid Price Sheet
3. Bidder Qualification Statement
4. List of Proposed Subcontractors
5. Bidder/Proposer Affidavits
 - Ownership Disclosure
 - Public Entity Crimes
 - Compliance with Foreign Entity Laws
 - Disability Non-Discrimination & Equal Employment Opportunity
 - Conformance with OSHA Standards
 - E-Verify Program Affidavit
 - No Contingency Affidavit
 - Copeland “Anti-Kickback” Act Affidavit
 - Non-Collusion Affidavit
 - Drug Free Workplace Program
 - Cone of Silence Certification
 - Bidder Certification
6. Conflict of Interest Disclosure
7. Certificate of Authority
8. Trench Safety Form