



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Billy Bain

Vice Mayor Xavier Garcia
Councilwoman Maria Puente Mitchell

Councilman Bob Best
Councilman Walter Fajet, Ph. D.

Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."

CITY COUNCIL REGULAR MEETING AGENDA

Monday, March 8, 2021 – 7:00 p.m.

City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 3-4 for additional information)

- 1. Call to Order/Roll Call**
- 2. Invocation:** Vice Mayor Xavier Garcia
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations: None.**
- 5. Open Forum:** Due to COVID-19 requirements, persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) February 22, 2021 – Regular Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings: None.**
- 9. Consent Agenda: (Funded and/or Budgeted):**
 - A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Stonehenge Construction, LLC For The Prince Field Drainage Improvements Project Pursuant To Request For Proposals No. 02-20/21; Approving A Construction Agreement In An Amount Not To Exceed \$57,441.00; And Providing For An Effective Date

10. Old Business: None.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A First Amendment To The Professional Services Agreement With Brenda Knight, A Licensed Franchisee Of Jazzercise, Inc.; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs Providing For The Second Amendment To The FY 2020-21 General Fund Budget And Special Revenue Fund Budget To Record Cares Act Funding To Pay The Costs Of The Covid-19 Grocery Card Program And The Purchase Of Temperature Kiosks, Funding For The Purchase Of A New A/C Chiller For The Community Center, To Record Insurance Reimbursement For A Replacement Police Vehicle, And Funding For The Purchase Of A New Vehicle For The Building/Code Department; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Continuing Professional Services Agreement With Bermello, Ajamil & Partners, Inc. For Architectural And Engineering Services Pursuant To Request For Qualifications No. 01-19/20; Providing For Authorization; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Arborist Services Agreement With BTS Land Services, Corp. in An Amount Not To Exceed Budgeted Funds; Providing For Authorization; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Repealing And Replacing Resolution No 2021-3896; Codesignating A Portion Of Curtiss Parkway Between Deer Run And Pinecrest Drive As “Sebastian Ortiz Way”; Providing For Authorization; And Providing For An Effective Date

12. Other Business:

A) Vote of Confidence for the City Clerk as Required by Section 8.01 (1) of the City Charter

B) Vote of Confidence for the City Attorney as Required by Section 8.01 (1) of the City Charter

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, March 8, 2021 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Due to COVID-19 and social distancing requirements, there will be limited space for members of the public to attend the meeting at the physical meeting location.

Admission to the physical meeting location is on a first-come, first-serve basis.

Doors will open 30 minutes prior to the meeting start time.

Facial coverings are required for admission to the meeting at the physical meeting location and must be worn throughout the entirety of the meeting in accordance with State and County Orders.

Social distancing requirements as set forth in State and County Orders must be adhered to.

WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152

(Alternatively, you may also dial the phone numbers below to join the meeting:

1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,

1 (346) 248 7799) then input the Meeting ID: 863-9512-4146, followed by #.

There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

IN-PERSON COMMENTS: Subject to social distancing requirements, members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

By telephone: To ask to speak during the meeting, call in to the meeting using the instructions above. Please press *9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, February 22, 2020 7:00 p.m.

Rebeca Sosa Theater, 1401 Westward Drive, Miami Springs, Florida/
Virtual Council Meeting using Communications Media Technology Pursuant to Governor's
Executive Order 20-69

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:

Mayor Billy Bain

Vice Mayor Zavier Garcia

Councilman Bob Best

Councilwoman Maria Mitchell

Councilman Walter Fajet, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

City Attorney Dan Espino

Chief Armando Guzman

Recreation Director Omar Luna

2. **Invocation:** Led by Councilman Walter Fajet
Pledge of Allegiance: Audience led the Pledge of Allegiance and Salute to the Flag.
3. **Agenda / Order of Business: None at this time.**
4. **Awards & Presentations:**

A) Presentation of Officer of the Month Award for January 2021 to Police Officer Christopher M. Quiroga by Chief Armando Guzman

Mayor Bain requested that Chief Guzman approach the podium for the Officer of the month presentation. Chief Guzman provided briefly addressed the Council and later introduce Sgt. Albert Vargas who made the recommendation and proceeded to provide a detailed presentation on Officer Quiroga's accomplishments. Chief Guzman later recognized Officer Quiroga for his hard work and dedication.

B) Presentation by Caballero Fierman Llerena + Garcia, LLP a) Comprehensive Annual Financial Report (CAFR) for Fiscal Year ending September 30, 2020 and b) Communications with those charged with governance report

City Manager William Alonso introduced Mr. Enrique Llerena (via Zoom), partner at Albarni Caballero auditors for the City, gave a presentation on the on the City's Comprehensive Annual Financial Report (CAFR) for Fiscal Year ending September 30, 2020. Mr. Llerena reviewed the various sections of the CAFR. He noted that the

Compliance Section includes the reports that are required under Generally Accepted Auditing Standards, as well as the Rules of the Auditor General of the State of Florida. The Auditors are pleased to report that they did not identify any significant deficiencies or material weaknesses in internal control, nor did their tests find any instances of non-compliance. He reported that they did not encounter any difficulties in performing or completing the audit; there were no disagreements with management and there were no misstatements requiring correction as a result of the audit. He thanked City Manager/Finance Director William Alonso, and Staff for their cooperation and assistance throughout the entire process.

C) Proclamation presentation to the Miami Springs Procurement Department for “Public Procurement Month” for the month of March 2021, for the delivery of goods and services for the City

Mayor Bain requested that Councilwoman Mitchell present the Proclamation to Ms. Zuzell Murguido, Procurement Specialist, for Public Procurement Month. Ms. Murguido was present to accept the proclamation

5. Open Forum: The following members of the public addressed the City Council: No speakers at this time.

6. Approval of Council Minutes:

A) February 8, 2021 – Regular Meeting

Vice Mayor Garcia moved to approve the meeting minutes of February 8, 2021. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Garcia, Councilman Best, Councilwoman Mitchell, Councilman Fajet, and Mayor Bain voting Yes.

7. Reports from Boards & Commissions: None at this time.

8. Public Hearings: None at this time.

9. Consent Agenda: (Funded and/or Budgeted):

A) Recommendation by Public Works that Council authorize the issuance of a Purchase Order to Distreebutors, Inc., utilizing Miami Dade County contract #1298-121-1 (attached), for the remainder of their contract term, including any extensions through 02/28/2022 in an amount not to exceed \$25,000.00, for the purchase of street tree planting and planting of street trees, as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (E) (5) of the City Code

Assistant City Manager Tammy Romero read the recommendation by title.

Councilwoman Mitchell moved to approve the recommendation as read. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as

follows: Vice Mayor Garcia, Councilman Best, Councilwoman Mitchell, Councilman Fajet, and Mayor Bain voting Yes.

B) Prince Field Dug-out Drainage Improvements (Backup is forthcoming)

City staff requested that this item be deferred to the next meeting.

10. Old Business: None at this time.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Street Sweeping Agreement With SFM Services, Inc; Providing For Authorization; And Providing For An Effective Date

Assistant City Manager Tammy Romero read the Resolution by title.

Councilman Best moved to approve the Resolution as read. Councilwoman Mitchell seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Garcia, Councilman Best, Councilwoman Mitchell, Councilman Fajet, and Mayor Bain voting Yes.

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Tennis Professional Services Agreement Between The City Of Miami Springs And Match Point Enterprises, LLC; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title. Members of the public addressed the City Council; Christopher Moon, 1115 Dove Avenue, and Jaqueline Regueira, 400 Palmetto Drive.

Councilman Best moved to approve the Resolution as read. Vice Mayor Garcia seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Garcia, Councilman Best, Councilwoman Mitchell, Councilman Fajet, and Mayor Bain voting Yes.

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Co-Designating A Portion Of Curtiss Parkway Between Deer Run And Pinecrest Drive As “Sebastian Strong Way”; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Councilman Best moved to approve the Resolution as read. Vice Mayor Garcia seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Garcia, Councilman Best, Councilwoman Mitchell, Councilman Fajet, and Mayor Bain voting Yes.

12. Other Business: None at this time.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera congratulated the members of Council who ran unopposed, recognizing Councilwoman Mitchell for being the first woman Mayor Miami Springs.

B) City Manager

City Manager William Alonso recognized Recreation Director Oman Luna and staff for being named as one of the top three rated recreational centers in Miami-Dade County by the online publication threebestrated.com. He also updated the City Council with upcoming vaccine information for seniors and members of the community. He also stated that in the upcoming month, Carlos Gomez will be placing American Flags along Curtiss Parkway, as he has done previously recognizing veterans and soldiers that have passed in the community.

C) City Council

Councilwoman Mitchell thanked the City Manager and senior center staff for all of their help with senior vaccinations in the community. She also thanked the folks for reaching out and providing input especially with Manny Fabian's program she said that it is very helpful with the process of being on Council.

Councilman Fajet thanked Omar Luna, Recreation Director, and staff for the ranking in Miami-Dade.

Councilman Best expressed his gratitude to the Manny Fabian (Matchpoint Tennis) operation. He also recognized Omar Luna and staff for the recent ranking as well. He encouraged the public to vote for Mark Gisby, Chef at the Country Club, as best chef on BonApetit Fave Chef contest.

Vice Mayor Garcia thanked the City Council for approving the resolution on co-designating a portion of Curtiss Parkway to "Sebastian Strong Way." He stated that the City Council is doing a great job. Three out of the five seats ran unopposed and said that the residents state that they are pleased with the work that they have done. He thanked them and said to continue doing the great work that they are doing.

Mayor Bain thanked the members of the public for voicing their opinion on the Manny Fabian contract and demonstrating that they are a part of the program and showing their support for him and the service he provides.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:06 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 8th day of March, 2021.*

Billy Bain, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



AGENDA MEMORANDUM

Meeting Date: 2/22/2021

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Zuzell E. Murguido, Procurement Specialist II

Subject: Prince Field Drainage Improvements - Award Contract

RECOMMENDATION: Recommendation by Finance- Professional Services that Council award City RFP #02-20/21 to SHC – Stonehenge Construction, LLC., the lowest responsive-responsible bidder and authorize the execution of a contract (attached), in the amount not to exceed \$57,441.00, for the Prince Field Drainage Improvements project, with a Final Completion date of March 31, 2021, as funds were budgeted in the Senior Center Construction budget pursuant to Section §31.11 (E)(1) of the City Code.

DISCUSSION: Prince Field has had a serious drainage problem for years and the drainage issue has become predominantly worse due to the installation of sidewalks on Apache from the Senior Center to Westward, as we had suspected. For this reason, it is imperative that this new drainage be installed (within the playing fields) as this total cost was included within the Senior Center construction project.

The city advertised on December 22, 2020 through the Daily Business review, posted on DemandStar, as well as on the Cities web page and on the Cities message board located in the lobby, Request for Proposal (RFP) for Prince Field Drainage Improvements for proposers to provide costs for the drainage improvements of Prince Field located at 343 Payne Drive.

The overall site is approximately 3.59 acres whereas the project site area is approximately 0.1133 acres and the remaining area will remain untouched. The drainage improvements consist of adding two (2) catch basins and an ex-filtration trench to handle the storm water for water quality treatment and disposal; re-grading the site; and removing and restoring a concrete pad as needed to install the drainage improvements.

The City received four (4) responses from the following companies: (SHC) Stonehenge Construction LLC., \$79,990.00 as specified in the RFP, however an alternate option was provided in the amount of \$57,441.00 for a French Drain installation option, Unitec \$77,863.19, Wrangler Construction LLC., \$113,150.00 and Pabon Engineering, Inc., at \$58,000.00. Responses were evaluated by Zuzell Murguido, Procurement Specialist II (bid tabulation and ranking sheet attached), some key points that were considered were Scope of Services Plan, Proposer Qualifications, Project Implementation Strategy, References and Cost.

Stonehenge Construction LLC., was the lowest responsive-responsible bidder with the lowest cost of \$57,441.00 for their alternate option of a French Drain Installation method which was not originally considered at the time of design as referenced in the original scope of the RFP, however was discussed and agreed by way of Amendment that alters would be considered. After further discussion with our Engineer of Record, the alternate option of French drain installation, would be a more viable solution for the City as it allows for the least amount of risk, in dealing with unforeseen costs that could potentially develop once construction and excavating has begun. In addition, staff confirmed with DERM and this alternate option would not require us

to submit any additional information to DERM for these modifications. The only item that will be required is that the contractor will have to provide two (2) normal concrete manholes (not the ones that he is proposing on his sketch). The plans will still need to be revised to match the new configuration with the new concrete manholes which will be revised as "As-built" drawings. Stonehenge Construction, LLC., confirmed they will honor their original proposal price and will complete the work with the (2) concrete manholes as requested. Ultimately, staff determined this option as a better alternative to correct the ongoing drainage issue at Prince Field.

FISCAL IMPACT: Funding will come from the budgeted Senior Center Construction Budget

Submission Date and Time: 3/3/2021 2:44 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Finance</u>	Dept. Head: _____	Dept./ Desc.: _____
Prepared by: <u>Zuzell Murguido</u>	Procurement: _____	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>57,441.00</u>
		Total vendor amount: \$ <u>57,441.00</u>

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING STONEHENGE CONSTRUCTION, LLC FOR THE PRINCE FIELD DRAINAGE IMPROVEMENTS PROJECT PURSUANT TO REQUEST FOR PROPOSALS NO. 02-20/21; APPROVING A CONSTRUCTION AGREEMENT IN AN AMOUNT NOT TO EXCEED \$57,441.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) issued Request for Proposals No. 02-20/21 (the “RFP”) for construction of the Prince Field Drainage Improvement Project (the “Project”); and

WHEREAS, four sealed bids were received by the RFP deadline; and

WHEREAS, Stonehenge Construction, LLC (the “Contractor”) was the lowest, most responsive and responsible bidder, with a bid alternate submittal totaling \$57,441.00; and

WHEREAS, pursuant to the RFP competitive selection process and the recommendation of the City Manager, the City Council desires to select the Contractor to construct the Project and approve the execution of a Construction Contract with the Contractor in an amount not to exceed \$57,441.00, in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Selection. That the City Council hereby selects the Contractor to construct the Project.

Section 3. Approval. That the City Council hereby authorizes the City Manager to enter into the Construction Contract with the Contractor in an amount not to exceed \$57,441.00, in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Zavier Garcia	_____
Councilman Bob Best	_____
Councilman Walter Fajet	_____
Councilwoman Maria Puente Mitchell	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this ___ day of March, 2021.

BILLY BAIN
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

AIA[®] Document A105[™] - 2017

Modified Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of March in the year 2021.

BETWEEN the Owner/City:

City of Miami Springs
Attn: William Alonso, City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

and the Contractor:

Stonehenge Construction, LLC
Attn: Alejandro J. Duart & Manuel Quintana
13100 SW 128 Street
Miami, FL 33186
786-866-7776
mquintana@shc-us.com

for the following Project:

Prince Field Drainage Improvements
343 Payne Drive
Miami Springs, FL 33166

The Architect/Project Consultant:

Bermello Ajamil and Partners, Inc.
2601 S. Bayshore Drive, Suite 1000
Miami, FL 33133
305-859-2050 (telephone)
JFerrer@bermelloajamil.com (email)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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Owner

Contractor

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications to be prepared by the Architect, which shall be forthcoming, and are incorporated expressly by reference into the Contract Documents;
- .3 addenda prepared by the Architect, if any;
- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:
 - a. **Exhibit #A:** Request for Proposals No. 02-20/21 Prince Field Drainage Improvements, inclusive of “Surface Water Management Report for Prince Field Drainage Improvements” prepared by Bermello Ajamil & Partners dated July 2, 2020 (the “Request for Proposal”).

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 **Date of Commencement:**

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

The date of commencement of the Work shall be the date to be fixed in a notice to proceed issued by the Owner which may not be issued until at least five (5) days after issuance of the building permits required to perform the Work.

§ 2.3 **Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than calendar days from the date of commencement.

By the following date: July 1, 2021

§ 2.4 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work within **30 calendar days** following Substantial Completion.

§ 2.5 The parties agree that time is of the essence as to all deadlines and obligations in this Agreement.

Owner

Contractor

§ 2.6 Contractor shall achieve Substantial Completion of the Work as set forth in the Agreement, subject to any authorized extensions of time as recognized in properly executed change orders in accordance with the Agreement. In the event the Work is not completed within such number of days and has not been extended by a properly executed change order, if such delay is caused by Contractor or any party for which Contractor is responsible, the Owner shall be entitled to collect liquidated damages from Contractor. Contractor and owner agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the sum of Three Hundred and Fifty Dollars (\$350.00) shall be assessed for each calendar day of delay in reaching Substantial Completion of the Work. It is hereby agreed that the amounts of the per diem assessment are not a penalty and not excessive in light of the circumstances known to the parties at the time this Contract is executed.

§ 2.7 The above liquidated damages provision shall not effect Owner’s right to terminate this Agreement as provided in this Agreement nor shall it limit any of the other remedies as provided in the Contract Documents.

§ 2.8 Assessments of liquidated damages shall be immediately due and payable to the Owner or, at the Owner’s option may be deducted from payments that may be due and owing to Contractor.

§ 2.9 [Intentionally Omitted.]

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Fifty Seven Thousand Four Hundred and Forty-One Dollars (\$57,441.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: *(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work	Value
See Schedule Of Values – Exhibit D --To be provided at a later date as set forth in the Agreement	

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

Not applicable

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: Not Applicable

§ 3.5 Unit prices, if any, are as follows: Not applicable

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by Owner or Architect/Project Consultant, the Owner shall pay the Contractor, in accordance with Article 12 and pursuant to section 218,735, Florida Statutes, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.1.1 Owner shall pay to Contractor for the performance of the Work for actual work completed an amount not to exceed \$57,441.00 in accordance with the Contractor’s Form 12 Price Proposal attached hereto as **Exhibit “A.”** This sum (“Contract Price” or “Contract Sum”) shall be full compensation for all services, labor, materials, equipment and

Owner

Contractor

costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law.

§ 4.1.2 Owner shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Owner/Owner's Representative shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Owner or Architect/Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine or Owner may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Owner until final completion and acceptance of the Work by Contractor. In the event there is a dispute between Contractor and Owner concerning a Pay Application, dispute resolution procedures shall be conducted by Owner commencing within 45 days of receipt of the disputed Payment Application. The Owner shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

§ 4.1.3 Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the Owner for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.

§ 4.1.4 The payment of any Application for Payment by Owner, including the final request for payment, does not constitute approval or acceptance by Owner of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Owner's rights hereunder or at law or in equity.

§ 4.1.5 Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Owner, and upon receipt of consent by any surety, Owner shall pay the remainder of the Contract Price (including Retainage) as recommended by the Architect/Project Consultant and Building Official. Final payment is contingent upon receipt by Owner from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.

§ 4.1.6 This Contract is subject to the conditions precedent that: (i) Owner funds are available and budgeted for the Contract Price; (ii) Owner secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the City Council relative to the Project; and (iii) City Council enacts legislation which awards and authorizes the execution of this Contract, if such is required

§ 4.2 Pursuant to section 218.735, Florida Statutes, payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

1% per month

§ 4.3 In the event of Termination for Convenience, Contractor shall be compensated as provided in this Agreement. In the event Contractor is terminated for cause, Contractor shall not be entitled to any compensation, fees, damages or costs of any nature.

ARTICLE 5 INSURANCE

Owner

Contractor

§ 5.1 The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and having an A.M. BEST's rating of "A-X" or better. The Owner shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents. The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Agreement, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Millions Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) general aggregate, and One Million Dollars (\$1,000,000) aggregate for products-completed operations hazard. Minimum coverage shall include the following and the coverages and requirements set forth in this Agreement:

- .1 personal injury;
- .2 broad form property damage;
- .3 blanket contractual liability;
- .4 [Intentionally omitted]; and
- .5 products and completed operations for 10 years.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

§ 5.1.6 The insurance required by this Article shall be the primary insurance (and non-contributory to any of the Owner's insurance) and shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater.

§ 5.1.7 The Contractor shall not commence any portion of the Work under the Contract until it has obtained all insurance required under this Article 5 or the Agreement and, except for completed operations insurance or except as otherwise provided herein, shall maintain all such insurance policies for a period of not less than two years after completion of this Contract. If not so provided, the Owner shall have the immediate right to procure the required insurance on behalf of the Contractor and charge the Contractor for the cost thereof, but the Owner shall have no obligation to do so.

§ 5.1.8 The deductible on all insurance required of Contractor under this Article or the Agreement shall not exceed Ten thousand dollars (\$10,000.00) and shall in all events be paid by the Contractor.

§ 5.1.9 Certificates of insurance, Additional and Named Insured Endorsements, and actual copies of the Insurance Policies in accordance with this Article shall be delivered to the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance, and the certificates of insurance and endorsements are attached hereto as **Exhibit B** to be incorporated in the Contract Documents. These certificates and

Owner

Contractor

the insurance policies required by this Article shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 60 days' prior written notice has been given to the Owner. Contractor shall not commence Work and shall not be entitled to any payments under the Contract Documents until the required policies have been delivered to Owner and reviewed by Owner's insurance professional and found to be in compliance with the Contract Documents.

§ 5.1.10 An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by this Article. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 5.1.11 Contractor's failure to provide and maintain the insurance required by this Contract shall be grounds for immediate termination, and Contractor shall be liable for all losses, damages, costs and expenses associated with the failure to maintain the required insurance.

§ 5.1.12 Except to the extent covered by and paid by insurance, the Contractor shall be responsible for all loss or damage Contractor or its Subcontractors cause to the Work, including the Contractor's materials delivered to site for incorporation therein and all property issued to the Contractor by the Owner for use or incorporation in the Work.

§ 5.1.13 The Contractor shall secure, pay for, and maintain whatever insurance they may deem necessary for protection against loss of owned or rented capital equipment and tools, including any tools owned by mechanic, any tools, equipment, stagings, towers and forms owned or rented by its subcontractors or agents under this Contract. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate the Owner or its agents and employees for any losses of owned or rented equipment or for any Work damaged. If the Contractor secures such insurance, the insurance policy shall include a waiver of subrogation as follows: "It is agreed that in no event shall this insurance company have any right of recovery against the Owner." The Contractor agrees to cooperate fully with the insurance company or companies in carrying out the provisions and conditions of all policies applicable to Work to be done, as well as all rules and recommendations of such company or companies in regard to accident prevention, reports and audits. The Contractor further agrees that notice of every accident will not only be reported immediately to the Owner, and also to such insurance company or companies.

§ 5.1.14 Every subcontract shall contain complete insurance provisions identical to Sections included herein for the benefit, protection, and indemnification of the Contractor and the Owner.

§ 5.2 PAYMENT AND PERFORMANCE BONDS

§ 5.2.1 Within three (3) calendar days of this Agreement's effective date, Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Request for Proposal, which is incorporated as **Exhibit A** to this Agreement, and as specifically required in the Contract Documents on the date of execution of the Contract. Any bond premiums shall be included in the Contract Sum and shall be at Contractor's expense.

§ 5.2.1.1 The Performance Bond shall be in an amount equal to 100% of the Contract Sum and shall provide that the Surety will complete the Project if Contractor defaults on the Contract Documents by failing to timely perform its Work pursuant to the Contract Documents.

§ 5.2.1.2 The Payment Bond shall be in an amount equal to 100% of the Contract Sum and shall provide that the Surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the Work if Contractor fails to timely make such payments.

Owner

Contractor

§ 5.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 5.2.3 To the extent required by the Contract, Contractor shall provide the Owner with a 100% performance bond in the amount of the Contract Sum, which shall incorporate the obligation of Surety referenced in this Contract and an unconditional payment bond in accordance with Fla. Stat. § 713.23 in the amount of the Contract Sum covering the faithful performance of the Contract and payment of all obligations thereunder. The bonds shall be executed by a surety that is licensed in Florida and shall remain in effect as required by law and the Contract Documents. The bonds shall be effective as of the Commencement Date as defined in the Contract and shall cover all Work and obligations under the Contract Documents.

§ 5.2.4 The Contractor shall, upon approval of the bonds by the Owner, record the bonds with the County Clerk's Office of the county in which the work is to be performed and promptly furnish the Owner with a certified copy of the recorded bonds.

§ 5.2.5 Both the payment bond and the performance bond under this Article shall display the Surety's bond number, and attach a rider containing the following provisions:

- .1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any other addition, alteration, change, extension of time, backcharge, or other modification of the Contract Documents, or forbearance on the part of either Owner or Contractor to the other, shall not release Surety of its obligations hereunder, and notice to the surety of such matters is hereby waived.
- .2 Surety hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the Work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed or any moneys due or to become due thereunder. Surety expressly consents to the payment provisions as provided in this Contract. In any event, even if the Surety fails to include such language in its bond, by incorporating this Contract into the Payment and Performance Bonds furnished for this Project, Surety agrees to the provisions of this Article.
- .3 Surety hereby agrees that if, after the 14 day Notice to the Contractor and Surety, the Contractor and Surety do not cure the default as provided in this Section, then the Surety, in addition to the Contractor, without the need to terminate the Contractor, shall be liable to Owner for any damages the Owner may sustain and be entitled to pursuant to the Contract and the bonds. No further Notices shall be required by Owner.

§ 5.2.6 Should Contractor fail to perform any of its obligations under this Contract, the Owner shall give the Contractor and Surety a fourteen day (14) Notice of Default. After receipt of the 14 day Notice provided herein, the Contractor and Surety shall have the right and opportunity to cure the default(s). If, after the 14 day Notice, the Contractor and Surety do not cure the default as provided in this Section, then the Surety, in addition to the Contractor, without the need to terminate the Contractor, shall be liable to Owner for any damages the Owner may sustain and be entitled to pursuant to this Contract and the bonds. No further Notices shall be required by Owner.

Owner

Contractor

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor’s obligations. The Work shall be defined to include the means and methods set forth in the Contractor’s most recent shop drawings, titled Site Plans for Prince Field Drainage Improvements, dated February 19, 2021, which are attached hereto as **Exhibit C**.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect’s Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect’s service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

For the Owner:
 City of Miami Springs
 c/o William Alonso, City Manager
alonsow@miamisprings-fl.gov

With a copy to:
 City of Miami Springs
 c/o Weiss Serota Helfman Cole & Bierman, P.L.
 Attn: Daniel A. Espino & Haydee Sera, City Attorneys
despino@wsh-law.com
hsera@wsh-law.com

For the Contractor:
 Stonehenge Construction, LLC
 Attn: Alejandro J. Duart & Manuel Quintana
mquintana@shc-us.com

For the Architect/Project Consultant:
 Bermello Ajamil and Partners, Inc.
 Attn: Jorge Ferrer, Director of Quality Control
JFerrer@bermelloajamil.com (email)

 Owner

 Contractor

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under this Agreement, if any, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work, which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect/Project Consultant may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect/Project Consultant.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Contractor represents that it is a properly qualified and licensed Contractor in good standing with the jurisdiction within which the Project is located. Prior to commencement of the Work, Contractor shall provide the Owner with copies of the above current licenses. Contractor further represents that it has read, examined and understands the pertinent Contract Documents and that it is qualified and able to perform this Work; that it has a sufficient number of qualified personnel to assure timely performance of this Work; that it has the proper tools and equipment to perform this Work; and that it is financially capable of fully performing the Work under this Contract.

§ 8.1.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.3 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements

Owner

Contractor

and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect/Project Consultant.

§ 8.1.4 The Contractor represents and warrants that the construction means, methods, procedures and techniques necessary to perform the Work will be consistent with and conform to: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work; and (4) applicable, laws, codes, orders and ordinances which bear upon the Contractor's performance of the Work.

§ 8.1.5 The Contractor shall coordinate and provide the project schedules in a manner to complete the Project in accordance with the requirements set forth in Section 8.2. The Contractor shall be responsible for the timely and proper finish of the Work and shall not commence any part of it until substrates and surfaces are in proper condition to receive specified portions of the Work.

§ 8.1.6 The Contractor shall coordinate all inspections required by the applicable building codes and shall remain primarily responsible for effecting remedial work required by such inspections in order to mitigate any impact's to the Project's schedule.

§ 8.2 Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Contractor, the Contractor, and the Architect/Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

§ 8.2.1 Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Architect/Project Consultant or Owner as applicable may require further breakdown after review of the Contractor's submittal. The Owner reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

§ 8.2.2 Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Owner prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph digitally. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken.

§ 8.2.3 Contractor's Construction Schedule

The Contractor, within ten (10) days after execution of the Agreement, shall prepare and submit for the Owner's and Architect/Project Consultant's information a Contractor's construction schedule for the Work (the "Project Schedule"), utilizing Microsoft Project.

§ 8.2.3.1 The construction schedule for the Work and all subsequently submitted updated construction schedules shall be in a detailed precedence-style, resource loaded, critical path method (CPM) type format satisfactory to the Owner which shall also: (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction, Temporary Certificate of Occupancy Dates, and occupancy; and

Owner

Contractor

(3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). Upon review and acceptance by the Owner and the Architect/Project Consultant of the Milestone Dates, the Project Schedule shall be deemed part of the Contract Documents and attached to the Agreement and is incorporated in the Contract Documents.

§ 8.2.3.2 The Contractor shall monitor the progress of the Work for conformance with the requirements of the Project Schedule and shall promptly advise the Owner of any delays or potential delays. The accepted Project Schedule shall be updated one time each month to reflect actual conditions and Contractor shall provide Owner with a copy of the updated, resource loaded Project Schedule, the electronic files, and a list of all changes made to the Project Schedule, at the time Contractor submits its monthly Payment Application. The updated Construction Schedule should include new start dates, new finish dates and the appropriate percent complete. No additional activities, changes to the Construction Schedules logic or changes to the Construction Schedules durations are to be included in the updated Construction Schedule. The Contractor may, at its option, provide fragments with added activities and logic changes; however these changes are to be submitted in a separate documents and as a separate electronic file. With all submissions, the electronic file is to be submitted along with PDFs. In the event any progress report or Project Schedule update indicates any delays or loss of time, the Contractor shall propose an affirmative plan to correct the delay, including resequencing of the Work, overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, Milestone Dates, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to properly executed written Change Order in accordance with Article 10. Contractor shall maintain such Project Schedule on a current basis in accordance with the provisions of this Section and shall keep proper records available to inspection by Owner to substantiate actual activity, duration and completion dates.

§ 8.2.3.3 In the event Owner determines that the performance of the Work, or any portion thereof, has not yet progressed or reached the level of completion required by the Project Schedule or the Contract Documents due to causes within the control of Contractor, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation: 1) working additional shifts or overtime, 2) supplying additional manpower, equipment, and facilities, and 3) submitting a recovery schedule for re-sequencing performance of the Work or other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion as required by the Contract Documents. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with the Extraordinary Measures required by the Owner under or pursuant to this Section. The Owner may exercise the rights furnished the Owner under or pursuant to this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the Contract Time or interim completion date set forth in the Project Schedule and or Contract Documents. If Contractor or its Subcontractors fail to commence Extraordinary Measures within **forty-eight (48) hours** of Owner's written demand, Owner may, without prejudice to other remedies, take corrective action at the expense of Contractor.

§ 8.2.3.4 In addition to the Project Schedule, the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the following two (2) week period. The look-ahead schedule must be provided to the Architect/Project Consultant and Owner at a regular frequency prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

§ 8.2.4 All time limits and obligations are of the essence in the Contract Documents.

§ 8.2.5 The Owner may exercise the rights furnished the Owner under or pursuant to this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the Substantial Completion Date set forth in the Contract Documents. Alternatively, Owner may exercise termination rights as provided for in the Contract Documents.

§ 8.3 Supervision and Construction Procedures

Owner

Contractor

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect/Project Consultant, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect/Project Consultant have made a timely and reasonable objection.

§ 8.3.3 Contractor has the responsibility to ensure that all material and equipment suppliers, manufacturers, and Subcontractors, and their respective agents and employees adhere to the requirements of the Contract Documents, and that they order and provide all materials, equipment and supplies in a timely manner. Contractor shall coordinate its Work with that of all others under its control or Owner's control working on or supplying the Project. Contractor shall be responsible for coordination, locations, and routing of all material and equipment as designed by the Owner, Architect, Engineers, and other consultants of the Owner. In areas and locations where the proper and most effective location and routing cannot be made as indicated or coordinated, Contractor shall contact Owner in writing and meet with all others involved before proceeding with installations, to plan the most effective and efficient method of overall installation.

§ 8.3.4 Contractor's Compliance with Contract Documents.

The Contractor shall give all notices, and warrants and represents that the Work when completed will be constructed in compliance with the Contract Documents and all applicable federal, state and local laws, codes, regulations, permits, decisions, orders, professional licenses, ordinances, and other legal requirements of the authorities have jurisdiction over the Project. Contractor shall bear responsibility for and bear all costs necessary to insure full compliance with the Contract Documents and all applicable laws, codes and ordinances, including the cost of removing existing Work, the cost of replacing any Work with Work conforming to the applicable requirements and any attorney's fees or other expenses incurred by Owner in responding to any complaints, citations, court orders, administrative orders or similar governmental edicts or process. The provisions of this Section shall survive the completion and final payment or termination of this Contract.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.4.3 All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and City laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Owner.

§ 8.4.4 Substitution of any specified material or equipment requires the prior written acceptance of the Architect/Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Architect/Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Owner may require an adjustment in price based on any proposed substitution.

Owner

Contractor

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect/Project Consultant that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence from the date of Final Completion.

§ 8.5.1 The Contractor represents and warrants that the construction means, methods, procedures and techniques necessary to perform the Work will be consistent with and conform to: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work; and (4) applicable, laws, codes, orders and ordinances which bear upon the Contractor's performance of the Work.

§ 8.5.2 Contractor represents and warrants to Owner that all labor, materials and/or services furnished, and all Work performed by the Contractor, will be free of defects for a period of one year unless otherwise provided herein for a longer period, from the date of Final Completion. The Contractor represents and further warrants to perform the inspection at month 11 and to perform any required corresponding repairs in order to maintain the warranty, at no cost to Owner. These warranties are not in lieu of, but are in addition to any other warranties, express or implied, which may be provided by law and by manufacturers, Subcontractors, and suppliers. Contractor shall provide to Owner all original warranties and guarantees from all Subcontractors, suppliers, manufacturers of equipment and materials installed in connection with the Project, together with any other warranties and guarantees required by the Contract Documents. If, within one (1) year after the date of Final Completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Owner, shall promptly correct such defective or nonconforming Work within the time specified by Owner without cost to Owner. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Owner prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Owner all material and equipment warranties upon completion of the Work hereunder.

§ 8.5.3 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence as of the date of Final Completion.

§ 8.5.4 The Contractor shall obtain warranties for a period of one year from all subcontractors, except where longer warranties are available, in which event the longer warranty shall be provided at no additional cost to the Owner.

§ 8.5.5 As an express condition precedent to Substantial Completion, Contractor shall achieve the following: (a) site cleanup and restoration of all exterior elements; (b) completion of items on Punch List that the Architect/Project Consultant and Owner deem necessary for substantial completion; (c) the Work is ready for occupancy, completed in accordance with the Plans and Specifications and the Contract Documents and, to the extent it is within Contractor's scope of Work, all persons or entities having jurisdiction over the Project have issued the appropriate permits, authorizations for the construction of the Project, and final inspection approvals; and (d) provide to the Owner one (1) electronic copy of same, properly identified, containing the following information:

1. All Subcontractor warranties fully executed in the form approved by the Owner;
2. All Extended Warranties required by the Contract Documents;
3. The Contractor's warranty;
4. A list of all Subcontractors, Sub-subcontractors and suppliers who performed Work on the Project or who furnished equipment or materials for use in the Project, such list to include the name, address, email address, and telephone number of the responsible person at all such entities; and

Owner

Contractor

5. Information regarding maintenance, operation, spare parts, and inspection procedures for all equipment and systems in the Project

The delivery, endorsement or assignment of such warranties shall not release the Contractor from obligations pursuant to the Contract Documents.

§ 8.5.6 If the Contractor fails to commence to correct defective or nonconforming Work within three (3) business days from written notice to Contractor, the Owner may correct such defective or nonconforming Work. If the Contractor commences to correct such defective or nonconforming Work but fails to diligently and continuously work on such correction, the Owner may upon an additional three (3) business days' notice to Contractor, correct such item at Contractor's sole cost and expense. Owner may deduct such costs from any monies due Contractor. If the defective or nonconforming Work is discovered after final payment, then Contractor shall pay such cost and expense, including attorney's fees incurred. The Contractor shall bear all costs of correcting such defective Work.

§ 8.5.6.1 Owner shall have the authority to reject or disapprove Work which the Owner finds to be defective. If required by the Owner, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

§ 8.5.6.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Owner or its designee, Owner shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Owner in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Owner may declare Contractor in default.

§ 8.5.6.3 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

§ 8.5.7 The warranty obligations of this Article shall survive completion and Final Payment. In addition, the warranty obligations of this Article shall also survive termination of this Contract only as to Work that has been fully performed and for which full payment has been issued at the time of termination.

§ 8.5.8 In the case of an emergency, Contractor, within twenty four (24) hours of written notice by Owner and/or Architect/Project Consultant shall diligently and continuously pursue any necessary repairs or replacements of defects until corrected and will restore the Work to the condition required by the Contract Documents. Contractor shall restore surface, subsurface, collateral and primary conditions disturbed during warranty work to their prior condition. Contractor agrees that if Contractor fails to diligently pursue correction of any deficiency in a continuous and expeditious manner until completion, Owner may, in its sole discretion, correct such deficiencies at Contractor's sole and exclusive expense and that such action shall not invalidate any conditions of the Contract Documents. Contractor shall indemnify and hold Owner harmless from any claims, loss, damage or expense due to defects in the Work.

§ 8.5.9 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents without reimbursement from the Owner.

§ 8.5.10 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so in writing instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

§ 8.6.11 Prior to Substantial Completion, Contractor shall obtain all required inspections or other required documentation by the suppliers and Manufacturers' representatives for equipment and supplies during the course of

Owner

Contractor

performing the Work and during the warranty period, in order to ensure that all Manufacturer warranties will be honored thorough out the Manufacturer's entire warranty period.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 Pursuant to section 218.80, Florida Statutes (the "Public Bid Disclosure Act"), the Owner shall disclose all of the permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the Contractor to the Owner.

§ 8.7.2 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.3 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect/Project Consultant in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Prior to the execution of this Agreement, Contractor submitted to Architect for approval a series of shop drawings. The shop drawings titled Site Plans for Prince Field Drainage Improvements, dated February 19, 2021 (**Exhibit C**) are hereby incorporated by reference into Contractor's scope of work and shall constitute Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officers, and agents and employees of Owner, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees (trial and appellate levels), arising out of or resulting from performance or non-performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such indemnification shall not include claims of, or damages resulting from, negligence, or willful, wanton or intentional misconduct of the Owner or its officers, directors, separate contractors, agents or employees. Contractor shall not be required to indemnify the Owner for its own negligence. Contractor shall reimburse the Owner for all its expenses including reasonable attorneys' fees and costs incurred in

Owner

Contractor

and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by the Owner nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Owner is subject to section 768.28, Florida Statutes, as may be amended from time to time. The provisions of this section shall survive the Contract.

§ 8.12.2 In any and all claims against the Indemnified Parties by any employee of the Contractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this provision of this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or on behalf of the Contractor or any Subcontractor under Workers Compensation Acts, Disability Benefit Acts or other employee benefit acts.

§ 8.12.3 The Parties hereto acknowledge and agree that, to the extent any portion of the indemnification provisions contained herein is deemed void or unenforceable in any action or proceeding, then such portion shall be considered severed such that it will not affect the remaining portions of these indemnification provisions.

§ 8.12.4 The Indemnitors' indemnity obligations under this Section shall also specifically include, without limitation, all claims, fines, penalties, damages, liability, costs, fees, expenses (including, without limitation, reasonable attorneys' fees and expenses), arising out of, or in connection with or attributable to, any claims made against the Indemnified Parties for (i) bodily injury, sickness, disease, death, or destruction of tangible property caused by Contractor and/or any of its Subcontractors and/or Sub-subcontractors, (ii) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of the Work by the Contractor, and/or any of the Indemnitors, or any person or entity for whom they are responsible, (iii) Contractor's failure to comply with any provision of the Contract Documents including Warranty obligations, and obligations to correct damaged and defective work, (iv) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and/or (v) failure to secure permits, fees, approvals, licenses, and inspections as required under this Contract and/or the other the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person or entity for whom either is responsible.

§ 8.12.5 The Contractor shall indemnify and hold harmless all of the Indemnified Parties from and against any costs and expenses (including reasonable attorneys' fees for all trial and appellate levels) incurred by any of the Indemnified Parties in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this Contract.

§ 8.12.6 The Contractor shall include in all Subcontracts provisions by which each Subcontractor agrees to defend, indemnify and hold harmless Contractor and the Indemnified Parties from and against liability, damages, losses and costs, including, but not limited to, reasonable attorneys' fees for all trial and appellate levels, arising out of, in connection with, or resulting from the performance of the Work or any Subcontractor's obligations under the Contract Documents to the same extent and in the same manner as the Contractor is liable to Owner pursuant to this provision.

§ 8.12.7 The provisions of this Section shall survive final completion and final payment or termination of this Contract.

§ 8.12 Anti-Discrimination

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

§ 8.13 Anti-Kickback

Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Owner has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Owner

Owner

Contractor

shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

§ 8.14 Licensing and Permits

Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or City. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including City building permits. City building permit fees are waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

§ 8.15 Unsatisfactory Personnel.

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned. The Owner may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Owner within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Owner will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

ARTICLE 9 ADMINISTRATION OF THE CONTRACT

§ 9.1 The Architect/Project Consultant will primarily provide administration of the Contract as described in the Contract Documents. The Architect/Project Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect/Project Consultant will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect/Project Consultant will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner's Architect/Project Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect/Project Consultant's observations and evaluations of the Contractor's Applications for Payment, the Architect/Project Consultant will review and certify the amounts due the Contractor.

§ 9.5 The Architect/Project Consultant has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 Depending on the nature of the submittal, the Architect/Project Consultant will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 Interpretations and decisions of the Architect/Project Consultant will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect/Project Consultant will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

Owner

Contractor

§ 9.8 On written request from either the Owner or Contractor, the Architect/Project Consultant will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.9 The Architect/Project Consultant's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect/Project Consultant. Consent shall not be unreasonably withheld.

§ 9.10 Depending on the nature of the request, Architect/Project Consultant will review and respond to requests for information about the Contract Documents. The Architect/Project Consultant's responses to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect/Project Consultant will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 9.10.1 Should the Contractor request information, interpretations of Contract Documents, use of alternates, approval of samples (but not Shop Drawings) or make other similar requests (hereinafter "RFI" or "RFIs"), it shall do so in good faith, in writing, and in a reasonable time and fashion. The Architect/Project Consultant's response to RFIs will be made in writing and within five (5) business days except for emergencies which shall be within three (3) business days. The period shall be extended if the Architect/Project Consultant is not able to respond due to the failure of Contractor to provide adequate and accurate information to them.

§ 9.10.2 With regard to the submission and approval of Shop Drawings or other submittals, the period of time for response is as soon as reasonably possible, but no longer than ten (10) business days, except for emergencies which shall be reviewed by Architect/Project Consultant in three (3) business days. It is Contractor's responsibility to determine in advance the amount of time Architect/Project Consultant will take to review Shop Drawings or submittals, and what information will be required for adequate review. Contractor is further responsible for submitting thorough and complete requests for review or approval in sufficient time so as not to cause any delay to the Contractor's Work. Contractor shall submit Shop Drawings in accordance with the submittal schedule. Contractor will not be entitled to an extension of the Contract Time or increase to the Contract Sum due to any delay on the part of Architect/Project Consultant unless Contractor can demonstrate by clear and convincing documentation that Contractor properly submitted the request in accordance with the approved submittal schedule and Architect/Project Consultant failed, due to no fault of Contractor, to respond in accordance with the approved submittal schedule, and was in fact delayed, which delay could not have otherwise been avoided by Contractor.

§ 9.10.3 Notwithstanding any other provision to the Contract, the Architect/Project Consultant does not have authority to authorize changes to the Contract Documents. Only Owner shall be authorized to execute Change Orders, or otherwise modify these Contract Documents. Should Contractor desire to change any materials, or equipment required by Construction Change Directives, Contractor must first notify the Owner and Architect/Project Consultant of its intent to deviate from the Contract Documents by preparing a Construction Change Directive and obtain written approval for performance of any Work which changes or deviates from the Contract Documents. Failure to obtain said approval in writing will bar Contractor from any claim for additional compensation, delays or arguing that the Architect/Project Consultant directed the work.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect/Project Consultant may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

Owner

Contractor

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

§ 10.4 Change Orders

§ 10.4.1 A Change Order is a written instrument signed by the Owner, and Contractor stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 10.4.1.2 All Claims arising out of or relating to a Change Order shall be deemed waived unless expressly reserved in such Change Order.

§ 10.4.1.3 Agreement on any Change Order shall constitute a final settlement of all matters which the Contractor knew or should have known relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change and all adjustments to the Contract Sum and Contract Time.

§ 10.5 A request for a proposed Change Order may be presented by the Contractor when it deems that a change to the Work is necessary; provided that Contractor notifies Owner and/or Architect/Project Consultant in writing immediately upon Contractor's determination that a change in the Work is needed and justified, but no later than five (5) days from when the Contractor knew or reasonably could have known that the change in the Work would be necessary. Contractor shall set forth in detail, with a suitable breakdown by trade and work classifications for work to be performed directly by Contractor and with subcontractor quotations for work to be performed by subcontractors: (a) the scope of the change, (b) the reason for the change, (c) the party, if any, whose acts or omissions the Contractor believes resulted in the proposed change, (d) a proposed adjustment to the Contract Time, date for Substantial Completion or the date for Final Completion resulting from such change (if applicable), and (e) a statement of requested increase in the Contract Sum due the Contractor for services and expenses related to such change. Upon the Contractor's receipt of a request for proposed Change Order which has been approved and executed by the Owner, the Contractor shall promptly proceed with the change in the Work in accordance therewith.

§ 10.6 Under no circumstances shall increase in the cost of materials or labor be considered the basis for a Claims by the Contractor for additional compensation, no matter how severe the increase of the cost of the materials or labor to the Contractor.

§ 10.7 In addition to any other remedies available to the Owner under this Agreement or under law, if any change in the Work was the result, in whole or in part, of error, omission, inconsistency, or negligence on the part of the Contractor or its subcontractors or other lower tiers, or was otherwise avoidable by performance by the Contractor or its subcontractors or other lower tiers, the services and Work required to implement the change shall be performed by the Contractor or its subcontractors or other lower tiers at no cost to the Owner.

§ 10.8 Owner's written approval via a Change Order is a strict CONDITION PRECEDENT to the Owner's obligation to pay for any changes in the Work and to Contractor's obligation to proceed with the changes in the Work. Owner shall respond to each request for a change in the work within seven (7) days of receipt. In case of emergency, Owner shall respond in a shorter period as requested by Contractor as circumstances require.

Owner

Contractor

§ 10.9 Nothing contained herein shall obligate or be construed to obligate the Owner to approve unreasonable or unsubstantiated costs. Any dispute between the Owner and the Contractor as to the duration of any time extension or modification to the Contract Time resulting from a change in the Work shall not constitute grounds for the Contractor to either postpone commencement of the Work or any portion of the Work or refuse to perform the Work or any portion of the Work, even as changed or modified by the Owner. In such event, Contractor may reserve the right, on the Change Order, to pursue additional time extensions. The execution of the Change Order and performance of the Work contemplated thereunder shall not be deemed to be a waiver of any claims the Contractor would otherwise have.

§ 10.10 Construction Change Directives

§10.10.1 A Construction Change Directive is a written order prepared by the Owner and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§10.10.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon; or
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee

§10.10.4 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order. If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with the Contract Documents.

§10.10.5 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect/Project Consultant will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect/Project Consultant determines, in its professional judgment, to be reasonably justified. The Architect/Project Consultant's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with the Contract Documents.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

Owner

Contractor

§ 11.4 Adjustments in the Contract Time will be permitted for a delay only to the extent such delay (1) is not caused by the Contractor, or its Subcontractors and material suppliers; (2) could not be avoided by the Contractor's timely notice to the Owner of the delay; (3) is of a duration not less than one (1) Business day; (4) impacts the critical path of the Project and (5) was reasonably mitigated by the Contractor. All requests for extensions of time other than those associated with changes in the Work, must be submitted in writing to the Owner within seven (7) calendar days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time.

§ 11.5 No Damage for Delays. Except for delays due to the gross negligence of the Owner or active interference by the Owner, Contractor's sole and exclusive remedy for delays shall be an increase to the Contract Time. Contractor shall not be entitled to an increase in the Contract Sum or to payment of any other additional monies from Owner for costs incurred as a result of such delay, including additional or extended General Conditions costs or General Requirements costs. Owner's exercise of its rights under this Contract shall in no way be considered active interference.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 Contractor shall be timely paid pursuant to section 218.735, Florida Statutes (the Local Government Prompt Payment Act"). On or before the 25th day of each month, Contractor shall submit to the Owner/Architect/Project Consultant for review an Application for Payment that is consistent with the progress of the Work. In addition, as a condition to payment of each draw and final payment, Contractor shall submit to Owner/Architect/Project Consultant, a sworn and certified Progress Payment Affidavit, which recites that all laborers, material suppliers and subcontractors dealing with the Contractor have been paid in full through the date of the previous application for payment Owner paid to Contractor; and submit partial releases of lien from Contractor and any lienors serving a Notice to Owner to Owner, through the date of the previous Application for Payment Owner paid to Contractor, and evidence of payment of any indebtedness incurred with respect to the Work of Contractor, as may be required by the Owner. If Owner's or Architect/Project Consultant's review of an Application for Payment leads to a dispute as to any portion of the Application for Payment, Owner/Architect/Project Consultant shall timely certify the undisputed portion of the Application for Payment, and provide prompt (within 20 days of receipt) notice in writing to Contractor of the reason(s) for not certifying the full amount sought. Contractor may reserve its claim rights for any uncertified amounts in accordance with the claims procedure set forth in the Contract Documents.

§ 12.2.2 Along with the Contractor's Application for Payment, Contractor shall submit to Owner and/or Architect/Project Consultant the following;

- .1 a sworn and certified progress payment affidavit which recites that all laborers, material suppliers and subcontractors dealing with the Contractor have been paid in full as relating to all Work performed under all prior applications;
- .2 partial conditional releases of lien from Contractor, material suppliers and subcontractors and any lienors serving a Notice to Owner, and evidence of proof of payment of any indebtedness incurred with respect to the Work of Contractor as may be required by Owner;
- .3 evidence that all Work has been fully performed as required pursuant to the Contract Documents up to the time of the request for payment, and the Work has been inspected and accepted by the Owner and any governmental authorities required to inspect the Work;

Owner

Contractor

- .4 an updated construction schedule if the schedule has changed;
- .5 all other requirements of Article 12 of the Agreement; and
- .6 Any other document or information required elsewhere in the Contract Documents as a condition precedent to payment.

§ 12.2.2.1 Release of Liens.

Each release of lien given to the Owner shall waive and release any lien rights and claims of the lienors to the extent payment is made with respect to any Work performed through the date of that progress payment. Contractor shall submit a partial release of lien for the current Application for Payment, submit partial releases of lien from all lienors through the date of the last previous payment made, and submit a partial release of lien conditioned only upon payment from Contractor, through the date of the current Application for Payment. For Final Payment, Contractor must submit a Final Release of Lien for itself and for all lienors. Each Final Release of Lien shall include a provision for the release of all Claims and causes of action.

In addition, as Contractor is fully responsible for obtaining the Manufacturers' Warranties, Contractor shall be responsible for obtaining inspections or other acceptable documentation by the Manufacturers' representative for equipment and supplies prior to payment, and delivering, together with the final application for payment and supporting documentation all warranties required by the Contract Documents.

§ 12.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect/Project Consultant will, within three (3) days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect/Project Consultant determines is properly due, and notify the Contractor and Owner in writing of the Architect/Project Consultant's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect/Project Consultant's reason for withholding certification in whole.

§ 12.3.1 The Owner may withhold or reject a Certificate for Payment in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required by Section 12.2.2 cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. The Owner will, pursuant to the Local Government Prompt Payment Act, within 25 days of issuance of the Application for Payment, issue a Certificate for Payment for the amount for which the Contractor is able to make such representations to the Owner. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:

- .1 defective Work not remedied. However only the amount sufficient to cover such defective work may be withheld;
- .2 third party claims or lien filed, unless security acceptable to the Owner is provided by the Contractor, but only where Owner has paid Contractor the sums subject of the lien(s). However only an amount sufficient to pay such claims of lien may be withheld;

Owner

Contractor

- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment which has been paid by Owner. However, only amounts sufficient to pay such unpaid sums may be withheld;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner. However only the amount sufficient to cover such damage may be withheld;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;
- .7 failure of the Work to progress satisfactorily or according to schedule due to Contractor's fault;
- .8 failure to carry out the Work in accordance with the Contract Documents;
- .9 failure to provide releases of lien for each Application for Payment in accordance with the Contract Documents; or
- .10 any other failure to perform a material obligation contained in the Contract Documents.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect/Project Consultant has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect/Project Consultant shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect/Project Consultant who will make an inspection to determine whether the Work is substantially complete. When the Architect/Project Consultant determines that the Work is substantially complete, it shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion.

§ 12.6 Final Completion and Final Payment

Owner

Contractor

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect/Project Consultant will inspect the Work. When the Architect/Project Consultant finds the Work acceptable and the Contract fully performed, the Architect/Project Consultant will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment, including any remaining retention shall not become due until the Contractor satisfies the requirements of the Contract Documents. As used in the Contract Documents, "Final Completion" shall mean such time after Substantial Completion and the following express conditions precedent to Final Payment have been met:

- .1 the Architect/Project Consultant has issued a Certificate of Final Completion;
- .2 all "punch list" items have been fully completed to the reasonable satisfaction of Owner and Architect/Project Consultant, unless the failure of the same to issue is not due to the failure of Contractor to complete its scope of Work;
- .3 the final certificate of occupancy and all final governmental and utility authority permits have been issued, unless the final certificate of occupancy is delayed for reasons that are beyond the control of the Contractor and those for whom the Contractor is responsible;
- .4 Contractor has fully cleaned and restored the site with respect to all of the final punch list work; and
- .5 all temporary utilities are disconnected.

§ 12.6.3 In addition to the above, Contractor shall have performed and or submitted (as applicable) to the Architect/Project Consultant and Owner the following:

- .1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, or shall be paid out of Contractor's final payment;
- .2 consent of surety, if any, to final payment;
- .3 documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties;
- .4 all previously undelivered manufacturer and Subcontractor guarantees, warranties and manuals and documents;
- .5 final and or conditional releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Owner to assure a lien-free and claim-free completion of the Work; Where Contractor is in a dispute with a Subcontractor and or supplier, consent of surety to Final Payment is acceptable.
- .6 To the extent Architect/Project Consultant is missing any shop drawings and or submittals, Contractor will provide any such items requested in writing;
- .7 evidence that all temporary utilities have been disconnected;
- .8 the Contractor has fully cleaned and restored the site, including removal of all rubbish and construction debris; and

Owner

Contractor

- .9 all final governmental permits for which Contract is responsible under the Contract Documents have been issued and all permits have been closed out

§ 12.6.4 The Contractor shall achieve Final Completion of the entire Work no later than thirty (30) days after Substantial Completion.

§ 12.6.5 The Contractor's obligation to complete all Work in accordance with the Contract Documents shall not be deemed waived, excused, or otherwise satisfied by Owner's issuance of Final Payment or by any failure of any person or entity to include, discover, or identify any incomplete or defective Work in any punch list, completion list, or inspection report.

§ 12.6.6 Subject to all conditions precedent set forth in the Contract Documents, the Owner's final payment to the Contractor shall be made no later than twenty-five (25) days after the issuance of the final Certificate for Payment. The issuance of Final Payment shall not be a waiver of Owner's Claims against Contractor. Acceptance of Final Payment shall constitute a waiver of Contractor's claims against Owner with the exception of Contractor's claims previously documented in writing and referenced in writing as reserved by Contractor at the time of submission of its Final Application for Payment. Contractor reserving its Claim rights at the time of its Final Application for Payment shall not be grounds for Owner to withhold Final Payment.

§ 12.6.7 Final payment may be withheld on account of (1) defective Work not remedied, (2) claims or liens filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment, (4) failure to provide waivers of lien for all lienors giving notices, (5) damage to the Owner's property caused by Contractor, its subcontractors or anyone working for Contractor, in which case a reasonably estimated amount of such damages shall be withheld from Contractor's payment until such damages are satisfactorily corrected, (6) failure to carry out the Work in accordance with the Contract Documents.

§ 12.6.8 Final payment shall not become due until the Contractor submits to the Architect/Project Consultant releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.9 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

§ 13.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

§ 13.2 Contractor's Responsibility for Damages and Accidents.

§ 13.2.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Owner and shall promptly repair any damage done from any cause.

§ 13.2.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Owner, Contractor shall replace same without cost to Owner.

ARTICLE 14 CORRECTION OF WORK

Owner

Contractor

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect/Project Consultant as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of two (2) years after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to commence to correct defective or nonconforming Work within three (3) business days from written notice to Contractor, the Owner may correct such defective or nonconforming Work. If the Contractor commences to correct such defective or nonconforming Work but fails to diligently and continuously work on such correction, the Owner may upon an additional three (3) business days' notice to Contractor, correct such item at Contractor's sole cost and expense. Owner may deduct such costs from any monies due Contractor. If the defective or nonconforming Work is discovered after final payment, then Contractor shall pay such cost and expense. The Contractor shall bear all costs of correcting such defective Work.

§ 14.4 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so in writing instead of requiring its removal and correction.

§ 14.5 In the case of an emergency, Contractor, within twenty-four (24) hours of written notice by Owner and/or Architect/Project Consultant, shall diligently and continuously pursue any necessary repairs or replacements of defects until corrected and will restore the Work to the condition required by the Contract Documents. Contractor shall restore surface, subsurface, collateral and primary conditions disturbed during warranty work to their prior condition. Contractor agrees that if Contractor fails to diligently pursue correction of any deficiency in an expeditious manner until completion, Owner may, in its sole discretion, correct such deficiencies at Contractor's sole and exclusive expense and that such action shall not invalidate any conditions of the Contract Documents. Contractor shall indemnify and hold Owner harmless from any claims, loss, damage or expense due to defects in the Work.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect/Project Consultant requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 15.4 Venue

Any dispute arising out of or related to this Agreement shall be exclusively in a Court of competent Jurisdiction located in Miami-Dade County only.

Owner

Contractor

§ 15.5 Prevailing Party

In the event of any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, all reasonable attorney's fees and costs incurred by the prevailing party for all trial and appellate levels.

§ 15.6 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 15.7 Incorporation.

This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

§ 15.8 Legal Restrictions; Hours of Work; Traffic Provisions.

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Owner or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the City of Miami Springs' Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Owner.

§ 15.9 Examination and Retention of Contractor's Records.

§ 15.9.1 The Owner or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

§ 15.9.2 The Contractor agrees to include in any subcontractor contracts for the Project or the Work corresponding provisions for the benefit of Owner providing for retention and audit of records.

§ 15.9.3 The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to the Project or the Work.

§ 15.9.4 The Owner may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the City Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

§ 15.10 Ownership and Access to Records and Audits.

§ 15.10.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to Owner which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Owner. Contractor shall promptly disclose such Work Product to the Owner and perform all actions reasonably requested by the Owner (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

Owner

Contractor

§ 15.10.2 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The City Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Owner.

§ 15.10.3 Upon request from the City's custodian of public records, Contractor shall provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

§ 15.10.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Owner.

§ 15.10.5 Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the Owner, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Owner in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

§ 15.10.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.

§ 15.10.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Owner.

§ 15.10.8 **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, CITY CLERK, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, gonzaleze@miamisprings-fl.gov..**

§ 15.11 No Agency Relationship

It is understood that Contractor is not herein appointed the agent of Owner but is and shall remain an independent contractor. Accordingly, all aspects of Contractor's performance of the Agreement, except as specifically provided in the Agreement, shall be under the direction and control of Contractor.

§ 15.12 Third Parties

No provision in the Agreement shall create or give to third parties any claim or right of action against Owner.

§ 15.13 During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Architect/Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Owner and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual

Owner

Contractor

location of all infrastructure. To record actual construction, Contractor must legibly mark on-site structures and site Work as follows: (1) All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.; (2) Location of internal utilities and appurtenances concealed in the construction; (3) Field changes in dimensions and details; (4) Changes made by Architect/Project Consultant's written instructions or by Change Order; (5) Details not on original Contract Drawings; (6) Architect/Project Consultant's schedule changes according to Contractor's records and shop drawings; (7) Specifications and Addenda; and (8) Changes made by Architect/Project Consultant's written instructions or by Change Order.

§ 15.14 Approved Shop Drawings: Contractor must provide record copies for each process, equipment, piping, electrical system and instrumentation system.

§ 15.15 As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Owner at no additional cost, including digital I (CAD and PDF) versions.

§ 15.16 For construction of field improvements, and or roadway improvements as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

§ 15.17 Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Architect/Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Architect/Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

§ 15.18 Maintenance of Traffic. Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Owner with a proposed MOT plan for review. The Owner may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

§ 15.19 Hurricane Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Owner, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Owner has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

Owner

Contractor

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect/Project Consultant, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination. Contractor shall have no claim for profit or overhead on Work not performed.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 fails to maintain the Construction Schedule;
- .4 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .5 is otherwise in substantial breach of a provision of the Contract Documents;
- .6 admits in writing its inability to pay its debts generally as they become due, or if the Contractor makes a general assignment for the benefit of its creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency;
- .7 submits an Application for Payment, sworn statement, waiver of lien, affidavit or document that is intentionally falsely filed; or
- .8 has a construction lien filed against any part of the Work or the site of the project for work performed under the Agreement for which the Contractor has been paid by the Owner and not promptly bonded or insured over by the Contractor.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect/Project Consultant, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.2.5 Should Owner Terminate for Cause and should a court of competent jurisdiction subsequently determine that the Termination for Cause was improper, then in that event, the Termination shall be considered a Termination for Convenience as set forth in section 16.3 below.

Owner

Contractor

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination. In the event of Termination for Convenience, the Owner shall not be liable to the Contractor for lost profits on any Work not performed, home office overhead, or any other type of consequential, special or indirect damages and Contractor hereby waives same. All costs of performance claimed by Contractor must be fully supported by the Contractor's invoices and other documentation acceptable to the Owner, and shall be subject to the Owner's audit. The Contractor shall make its records available at reasonable times and places for the Owner's audit. Payments to the Contractor shall be reduced by any setoffs, damages, claims to which the Owner is entitled under this Contract.

ARTICLE 17 OTHER TERMS AND CONDITIONS

§ 17.1 Omitted.

§ 17.2 Waiver of Claims for Consequential Damages

The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 16. Nothing contained in this Section shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 17.3 Modification

No change or modification of the Contract shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

§ 17.4 Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. All indemnities, representations, and waivers made by Contractor in favor of Owner shall survive completion of the Work, the making of final payment, and any termination of the Agreement.

§ 17.5 Severability and Waiver

The partial or complete invalidity of any one or more provisions of this Contract or any portion of the Contract Documents shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

ARTICLE 18 CLAIMS AND DISPUTES

§ 18.1 Claims

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the Claim. Submittal of a request for Change Order shall not be considered notice of a Claim required by this Article.

Owner

Contractor

§ 18.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this section.

§ 18.3 Notice of Claims. Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work, shall be initiated by written notice to the other party and to the Architect/Project Consultant. Claims by either party under this Section shall be initiated within seven (7) calendar days after occurrence of the event giving rise to such Claim or within seven (7) calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 18.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in the Contract Documents, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 18.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 18.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property.

§ 18.6 Claims for Additional Time. If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 18.3 shall be given. The Contractor's Claim for Additional Time shall meet the requirements of Contract Documents and shall include an estimate of cost and probable effect of delay on progress of the Work. The claim shall be in such sufficient detail with back up, so as to allow the Architect/Project Consultant and Owner to review the claim and to allow the Architect/Project Consultant to rule on entitlement. In the case of a continuing delay, only one Claim is necessary.

§ 18.8 Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Owner shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Owner shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Owner's reasonable attorneys' fees and costs incurred in connection therewith.

§ 18.9 Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation within 60 days as a condition precedent to binding dispute resolution. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This mediation condition precedent shall self-terminate 61 days after written demand if the parties are unable to agree on or perform the conditions set forth above.

§ 18.10 Litigation of Claims. Litigation of Claims, disputes or other matters in question between the Owner and Contractor arising out of or relating to this Agreement or breach thereof, which are not resolved by mediation, shall be subject to and decided by litigation exclusively in the Florida state courts of Miami-Dade County, Florida. Owner and Contractor consent to the venue of the state courts of Miami-Dade County, Florida, and specifically recognize and acknowledge the waiver of any right to remove any action to federal court on the basis of diversity jurisdiction or on any other basis. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall

Owner

Contractor

recover from the non-prevailing party, all reasonable attorney's fees, paralegal fees and Court costs incurred by the prevailing party for all trial and appellate levels.

§ 18.11 Waiver of Jury Trial.

OWNER AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

This Agreement entered into as of the day and year first written above.

City of Miami Springs

Stonehenge Construction, LLC

OWNER (Signature)

CONTRACTOR (Signature)

(Print name and title)

(Print name and title)

LICENSE NO.:

JURISDICTION: Florida

Owner

Contractor

EXHIBIT A



CITY OF MIAMI SPRINGS

REQUEST FOR PROPOSALS

No. 02-20/21

PRINCE FIELD DRAINAGE IMPROVEMENTS

CITY COUNCIL

Billy Bain, Mayor
Walter Fajet, Vice Mayor
Bob Best
Maria Mitchell
Xavier M. Garcia

CITY MANAGER

William Alonso

CITY CLERK

Erika Gonzalez, MMC

CITY ATTORNEY

Weiss Serota Helfman Cole + Bierman, P.L.

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**



PUBLIC NOTICE

RFP Name: Prince Field Drainage Improvements
RFP No.: 02-20/21

Mandatory Site Visit: Thursday, January 7th, 2021 @ 9:30p.m. (EST)
Prince Field, 343 Payne Drive, Miami Springs, FL 33166

Mandatory Pre-Bid Meeting: Will be held promptly following the Site Visit
Miami Springs Recreation Center – Second Floor
1401 Westward Drive, Miami Springs, FL 33166

Proposal Deadline: Tuesday, January 19th, 2021 @ 2:30p.m.

NOTICE IS HEREBY GIVEN that the City of Miami Springs (“City”) is soliciting proposals for Prince Field Drainage Improvements. Interested companies, firms, and individuals (“Respondents”) may obtain a copy of Request for Proposals No. 02-20/21 (the “RFP”) to be issued on December 21st, 2020 at the City of Miami Springs, 1401 Westward Drive, Miami Springs, FL 33166, via City of Miami Springs Website (<https://www.miamisprings-fl.gov/procurement/procurement>) or through the Onvia DemandStar portal (www.demandstar.com). The RFP contains detailed information about the scope of services, submission requirements, and selection procedures.

The proposal shall be uploaded onto DemandStar and marked “Proposal to City of Miami Springs RFP No. 02-20/21 for Prince Field Drainage Improvements. Proposals must be received by the City no later than January 19, 2021 @ 2:30p.m., electronically via DemandStar at which time the Proposals will be opened publicly via Zoom meeting. Any proposal received after this time and date, whether by regular U.S. mail, or otherwise, will be returned unopened. Respondents are responsible for ensuring that their proposal is submitted correctly and a timely manner via the DemandStar website.

Join Zoom Meeting
<https://us02web.zoom.us/j/82759064379>
Meeting ID: 827 5906 4379
Dial by Phone
1-301-715-8592

Interested Respondents may obtain the full RFP through the Onvia DemandStar portal (www.demandstar.com). If Respondents elect to use DemandStar, it is strongly encouraged to register with the website to receive notifications pertaining to this solicitation. All notices and any addenda issued by the City with respect to the RFP will be made available through the DemandStar portal. It is the Respondent’s sole responsibility to ensure receipt of any issued notice or addenda relating to this RFP once posted to DemandStar.

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

A Mandatory Site Visit will be held on Thursday, January 7th, 2021 @ 9:30p.m. (EST) located at Prince Field, 343 Payne Drive, Miami Springs, Florida 33166. A Mandatory Pre-Bid Meeting will be held promptly following the Site Visit, at Miami Springs Recreation Center – Second Floor, located at 1401 Westward Drive, Miami Springs, FL 33166. All Respondents planning to submit Proposals must attend both meetings. Respondents should allow sufficient time to ensure arrival prior to the indicated time.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as a written recommendation is presented to the City Mayor and Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the RFP documents.

Any questions, requests for information, or clarification pertaining to this RFP must be made in writing by no later than Tuesday, January 12, 2021 @ 5:00p.m. (EST) to: Zuzell E. Murguido, Procurement Specialist II, City of Miami Springs, 1401 Westward Drive, Miami Springs, FL 33166, Telephone 305-805-5054, Email: murguido@miamisprings-fl.gov.

Dated: December 18, 2020

Published: December 22, 2020 – Daily Business Review (DBR)

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

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**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

**SECTION 1
INFORMATION FOR THE RESPONDENTS**

1.1 INTRODUCTION/GENERAL BACKGROUND

The City of Miami Springs (the “City”), a municipality located in Miami-Dade County, Florida, is soliciting proposals for Prince Field Drainage Improvements. The City hereby requests proposals for the selection of one firm (“Respondent”) to provide the services set forth in Section 2 of this RFP.

The selected consultant shall provide the services, design, labor, materials, equipment, and all incidentals necessary, as further defined in Section 2 of this request for proposals (the “Services”) to provide the services set forth in Section 2 of this RFP.

The City intends to award a contract to the selected Consultant for the Services described in this RFP.

1.2 SCHEDULE OF EVENTS

The following schedule shall govern this RFP. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFP (Cone of Silence Begins)	12/22/2020	9:00 A.M.
2	Mandatory Site Visit & Mandatory Pre-bid Meeting	1/7/2021	9:30 A.M.
3	Closing Date for Respondent Questions	1/12/2021	5:00 P.M.
4	City’s Answers to Questions by Respondents	1/15/2021	5:00 P.M.
5	Proposals Due & Opened (via virtual meeting on Zoom)	1/19/2021	2:30 P.M.
6	City Staff Member’s Review of Proposals for Responsiveness	1/19/2021- 1/22/2021	ALL DAY
8	City Manager Issues Recommendation to Council	1/22/2021	9:00 A.M.
9	Council Meeting to Select Consultant(s) and Approve Agreement(s)	1/25/2021	7:00 P.M.
10	Negotiations (if needed)	As-needed	As-needed

1.3 CONE OF SILENCE

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

The Cone of Silence shall be imposed on this RFP upon its advertisement.

The Cone of Silence prohibits the following activities:

- Any communication regarding this RFP between a potential Consultant, service provider, Respondent, lobbyist or consultant and the City’s professional staff;
- Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council’s professional staff;

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- Any communication regarding this RFP between a potential Consultant, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- Any communication regarding this RFP between the Mayor, Council members, and any member of the selection committee;
- Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- Any communication regarding this RFP between a potential Consultant, service provider, Respondent, lobbyist or consultant and the Mayor or Council.

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- Oral communications at pre-bid conferences;
- Oral presentations before selection of evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular RFP, RFP, or bid between a potential Consultant, service provider, Respondent, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- Communications with the City Attorney and his or her staff;
- Duly noticed site visits to determine the competency of bidders/Respondents 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 pursuant to this RFP;
- 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 between a potential Consultant, service provider, Respondent, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

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

1.4 ADDENDA. If the City finds it necessary to add to, or amend this RFP prior to the Proposal submittal deadline, the City will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Proposal.

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PRINCE FIELD DRAINAGE IMPROVEMENTS

- 1.5 CERTIFICATION.** By submitting a Proposal to this RFP, the signer of the Proposal declares that the person(s), firm(s) and parties identified in the Proposal are interested in and available for providing the Services; that the Proposal is made without collusion with any other person(s), firm(s) and parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full authority to bind the person(s), firm(s) and parties identified in the Proposal. By submitting a proposal, the Consultant shall certify that it has fully read and understood this RFP and the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
- 1.6 ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFP.
- 1.7 INTERVIEWS.** The City reserves the right to short list Consultants and conduct personal interviews or require presentations by any or all Consultants prior to ranking, or at any time during the evaluation process, or at the Council Meeting where selection and award is made.
- 1.8 PROPOSALS BINDING.** All Proposals submitted shall be binding upon the Respondent for 365 calendar days following opening.
- 1.9 PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with proposals shall become property of the City and shall be deemed to be public records subject to public inspection.
- 1.10 PROPOSAL DISCLOSURE.** Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to *identify specifically* any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Proposals received from Respondents in response to this RFP 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 PROPOSAL WITHDRAWAL.** Respondents may withdraw their proposals by notifying the City Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned proposals. Proposals, once opened, become the property of the City and will not be returned to the Respondents.
- 1.12 RETENTION OF PROPOSAL.** The City reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that Consultant is selected.
- 1.13 REQUESTS FOR INFORMATION/CLARIFICATION.** The City, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate proposals. The City has made efforts to provide accurate and complete

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information in this RFP. The City shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their proposals. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email to Zuzell Murguido, Procurement Specialist II, murguido@miamisprings-fl.gov by no later than January 12, 2021.

- 1.14 IRREGULARITIES & RESERVATION OF RIGHTS.** Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

The City reserves the right to award one or more contract(s) to the Consultant who will best serve the interests of the City and whose Proposals are considered by the City to be the lowest, most responsive and responsible Respondent whose bid meets the requirements and criteria set forth in this RFP. Notwithstanding, the City may, at its sole discretion, reject all Proposals and cancel the solicitation, in which case no award will be made.

The City reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Respondents shall furnish additional information as the City may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The City reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

- 1.15 LOBBYIST REGISTRATION.** Respondents must comply with the City's lobbyist regulations. Please contact the City Clerk at (305) 365-5506 for additional information.

- 1.16 PROPOSAL/PRESENTATION COSTS.** The City shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.

- 1.17 LATE SUBMISSIONS.** Statements of Qualifications received by the City after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Statements of Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Statements of Qualifications shall be decided in the favor of the City. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Statements of Qualifications. The City shall not be responsible for Statements of Qualifications received after the submittal deadline and encourages early submittal.

- 1.18 COMPLETENESS.** All information required by this RFP must be supplied to constitute an acceptable and complete proposal.

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PRINCE FIELD DRAINAGE IMPROVEMENTS**

- 1.19 PERMITS, TAXES, LICENSES.** The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.
- 1.20 LAWS, ORDINANCES.** The Consultant shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.
- 1.21 TERMS OF ENGAGEMENT; PROFESSIONAL SERVICES AGREEMENT.** The selected Respondent(s) should be prepared to execute an agreement in substantially the form of the Professional Services Agreement provided in Exhibit A to this RFP. The terms of agreement may be negotiated upon selection of Consultant. The City and the Awarded Bidder shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Bidder awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Bidder, or re-advertised, as determined by the City. The Work shall be substantially completed within **one-hundred twenty (120) calendar days** after the date specified in the Notice to Proceed (“Substantial Completion”), and completed and ready for final payment in accordance with the Contract Documents within sixty (60) calendar days after the date specified in the Notice to Proceed (“Final Completion”) with Punchlist items. The Awarded Proposer (s) shall maintain, for the entirety of the stated period(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s). This prerogative may be exercised only when such continuation is clearly in the best interest of the City.
- 1.22 BONDS.** The selected Consultant must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Professional Services Agreement, deliver to the City the Bonds required to be provided by Respondent hereunder and the Professional Services Agreement (collectively, the “Bonds”). The City, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the City will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Professional Services Agreement is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Consultant’s sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Consultant shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the City.
- 1.22.1 Performance Bond.** If this provision is selected, the selected Consultant must deliver to the City a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the

**CITY OF MIAMI SPRINGS
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selected Consultant defaults on the contract with the City by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the City shall select this box: .

- 1.22.2 Payment Bond.** If this provision is selected, the selected Consultant must deliver to the City a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Consultant and the City if the selected Consultant fails to make any required payments only. If a payment bond is required, the City shall select this box: .
- 1.22.3 Waiver of Bonds.** If this provision is selected, the City Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the City. If the requirement for a payment bond is waived, the City shall select this box: . If the requirement for a performance bond is waived, the City shall select this box: .

END OF SECTION 1

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

**SECTION 2
SERVICES NEEDED BY THE CITY**

2.1 SCOPE OF SERVICES

The Consultant shall provide all necessary labor, materials, equipment, reports and expertise required to provide the services, including but not limited to the tasks identified herein, which shall collectively be referred to as the “Services”:

This project consists of drainage improvements of Prince Field located at 343 Payne Drive, Miami Springs, FL 33166. The project site area is approximately 0.1133 acres. The overall site is approximately 3.59 acres and it will remain as is. Only the project site area of 0.1133 acres is part of the construction. The drainage improvements consist of adding two (2) catch basins and an ex-filtration trench to handle the storm water for water quality treatment and disposal; re-grading the site; and removing and restoring a concrete pad as needed to install the drainage improvements. This project should take between (3) three and (4) four months for full completion.

Optional Alternate - swale restoration: In addition to the above listed Scope of Services, the City of Miami Springs is also seeking a contractor to perform restoration of the swale located on Apache Street (East side) from Westward Drive heading south and ending prior to the entrance of the Adult Community Center parking lot. This alternate shall include but is not be limited to: the removal of existing swale surface approximately 3” below grade, level and prep surface, install a geotextile drainage filter fabric, and provide and lay #57 rock to meet the sidewalk and street grades for the purposes of allowing proper drainage for the site. The estimated swale area is approximately 6, 080 sq. ft. If contractor is interested in submitting a proposal for this item, in addition to the initial RFP request, you may submit your price proposal for both the drainage improvements and swale restoration work on Form 12 of this RFP. Interested contractors will not be disqualified if you do not wish to submit a proposal on this optional item. Interested parties should visit the site in question on the same day as our site visit as referenced on the schedule of events on this RFP.

2.1 BACKGROUND

During rain storms the level of flooding at Prince Field beginning with the dugout area continuing North to the sheds causes water to rise so high that it crosses over the sidewalk and into the swale area and remains stagnant for days due to lack of poor drainage in the area.

2.3 COORDINATION

It is the responsibility of the Contractor to coordinate with the City’s Project Manager, Omar Luna for the duration of this project.

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2.4 RESPONSIBILITY OF PROPOSER

Submittal of a bid response by the Proposer is a representation that Proposer has visited the site and become familiar with the local conditions under which the work is to be performed. Proposer shall carefully study and compare the bid documents, plans and specifications and check and verify pertinent figures shown thereon. Proposer shall report in his/her response any conflict, error or discrepancy which was discovered and shall obtain a written interpretation or clarification before proceeding with any response. Any discrepancy findings shall be brought to the attention of the engineer immediately.

All tracings, plans, drawings, diagrams, specifications, maps, reports and other design documents prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of City without restriction or limitation on their use.

All work shall be performed by Proposer to the satisfaction of City's Contract Administrator and Project Manager who, upon making a determination of acceptance or satisfaction shall comply with the latest edition of Building Code standards. City's Contract Administrator shall decide all questions, and disputes of any nature whatsoever that may arise by reason of the execution of an Agreement and the prosecution and fulfillment of the services hereunder.

2.5 COMMENCEMENT CONFERENCE/PRE-CONSTRUCTION / BI-WEEKLY REVIEW MEETINGS

Within five (5) days after delivery of the executed Agreement by City to the Proposer, but before starting the Work, a commencement conference will be held to review the schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the City representatives, and the Proposer. The Contractor shall not commence work until a Notice to Proceed (NTP) is issued, except with the written consent of the City. At no additional expense to the City, the Proposer's owner (company president and/or owner) or other officer or individual as approved by the Project Manager, will be available to meet with the Project Manager, or a designated member of his staff, on a bi-weekly basis for the purpose of reviewing the performance of the contracted workforce and effecting what changes, if any, are necessary. This individual will be available within one (1) working day upon notification.

2.6 SHOP DRAWINGS AND SAMPLES

Within fourteen (14) calendar days after issuance of Notice to Proceed by the City, Proposer shall submit to the City and its Project Manager for review and approval five (5) copies of the Shop Drawing Schedule listing all submittals (materials, products, equipment, fixtures, etc.). This schedule will show the City and the Project Manager when the submittals will be submitted to them for review. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents.

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The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable City's Contract Administrator to review the information as required. Proposer shall also submit to City's Contract Administrator for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents and shall be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample, Proposer shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, Proposer shall give City's Contract Administrator specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to City's Contract Administrator for review and approval of each such variation. Failure to point out such departures shall not relieve Proposer from his responsibility to comply with the Contract Documents. Approval of the Shop Drawings by City's Contract Administrator and Project Manager shall be general and shall not relieve Proposer of responsibility for the accuracy of such drawings nor for the proper work, nor for the furnishing of material or work required by the Agreement and not indicated on the drawings. No work called for by any Shop Drawing shall be done until the drawings have been approved by City's Contract Administrator. Proposer shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Proposer's best skill, attention and expertise. Proposer shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of the work. Proposer shall be responsible to see that the finished Work complies accurately with the Contract Documents.

2.7 SUPERINTENDENT/SUPERVISION

Proposer shall keep on the job at all times during its progress a competent superintendent, or "On Duty" Supervisor and any necessary assistants who shall not be replaced without written notice to City unless the superintendent proves to be unsatisfactory to Proposer and ceases to be in his employ. The superintendent/supervisor will be Proposer's representative at the site and shall have authority to act on behalf of Proposer. All communications given to the superintendent/supervisor shall be as binding as if given to Proposer. They shall make certain that service is provided according to the site's specifications and submit inspection reports as required.

Proposer shall, as required by the specifications, provide the name and contact information for the designated superintendent or "on duty" supervisor so they may be reached at any time for purposes of taking complaints and receiving information as to daily contract performance. Site

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superintendent/supervisor shall carry cell phone so that he/she can be contacted immediately by the Project Manager or his designee. If the site superintendent/supervisor is absent, the Proposer shall provide a replacement who is competent and has been given the authority to carry out the duties of the site superintendent/supervisor and that has been approved by the City.

In the event the assigned superintendent/supervisor demonstrates an inability to properly supervise his/her personnel as determined by the contract administrator, then the contract administrator have the authority to request the immediate dismissal of said superintendent/supervisor of his/her responsibilities at the facility and Proposer is to assign another individual upon four (4) hour notice (if requested by the City) to supervise staff in a satisfactory manner as determined by the contract administrator. The City shall not be liable for payment of hours worked by said superintendent/supervisor(s).

The site superintendent/supervisor(s) shall be literate and fluent in the English language for reading plans, job instructions, and submittals and for communications with the Management personnel. The superintendent/supervisor will be available to the City twenty-four (24) hours, seven (7) days a week including holiday's, as necessary, to cope with an emergency situation which threatens public health and safety, as determined by the City.

2.8 PERSONNEL/ LABOR

Services shall be performed by a qualified Contractor licensed to do business in the State of Florida, and suppliers selected and paid by the Proposer. Proposer shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. Proposer shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Proposer shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents. Bidder shall be deemed to represent that it has, or will have upon the award of the contract, all necessary personnel required to perform all trades, including all work arising from the award of the contract. **All personnel employed shall be employees or sub-contractors of bidder.** All the services required herein shall be performed by the successful Proposer, and all personnel engaged in performing the services shall be qualified to perform such services.

Bidder shall have the capability to provide the required personnel at all times to perform to all the specifications of this RFP. This shall include holidays and weekends when required, and the ability to immediately backfill any regularly scheduled personnel who fail to report for their normal work hour. When work is required for a nonscheduled period, the City will give the successful Bidder at least two (2) days advanced notice unless deemed an emergency. Shift supervisor will have the ability to effectively communicate in English. Any temporary backfill person must pass the security / background check as prescribed elsewhere in this RFP.

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All personnel of the successful bidder must be covered by Workmen's Compensation, Unemployment Compensation, and Liability Insurance, a copy of which is to be provided to the City in accordance with the RFP Insurance Requirements.

2.9 SUPPLIES, MATERIALS, EQUIPMENT AND PROGRAM

Unless otherwise specified herein, Proposer shall furnish, pay for and assume full responsibility at his/her own expense, for all labor, supervision, permitting, equipment, materials, supplies, transportation, machinery, tools and other equipment necessary for the furnishing, performance, laboratory testing, start-up, quality control testing and proper completion and satisfactory of the Work as specified in this RFP. Failure to provide products or other materials of a quality previously approved by the City may be deemed insufficient by the Project Manager and shall be replaced by other approved product(s) when required.

The Bidder shall supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of his contract according to an approved program. All equipment shall be safe and in good operational condition. Equipment must have all proper safety devices required by law which shall be properly maintained and in use at all times. To this regard, the City reserves the right to request a list of such items for approval of use. A change of designated item(s) may be required that are deemed by the City as unsafe or which may create an uncomfortable environment and or service to City employees or patrons.

The Bidder warrants that the product(s) supplied to the City conforms in all respects to the latest edition of the Florida building Code (FBC) and any other applicable Federal, State and Local codes. Bids must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable. Proposer warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents 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 Contract Documents. All equipment necessary and required for this project shall be on the site, in excellent working condition, before work is permitted to start. The Proposer shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill material, as necessary.

2.10 LAWS AND REGULATIONS

Proposer shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Proposer's compliance with any laws and regulations. Proposer shall promptly notify City's Contract Administrator if the Contract Documents are observed by Proposer to be at variance therewith.

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2.11 RISK OF LOSS, TITLE

The risk of loss, injury or destruction shall be on Proposer until acceptance of the work by City. Title to the Work shall pass to City upon acceptance of the Work by City's Contract Administrator.

2.12 TAXES

Proposer shall pay all sales, consumer, use and other similar taxes required to be paid by Proposer in accordance with the laws and regulations of the State of Florida and its political subdivisions except where the Owner has elected to make a Direct Purchase in which event there shall be no applicable sales tax. Proposer is responsible for reviewing the pertinent state statutes involving such taxes and complying with all requirements.

2.13 USE OF PREMISES

All permissions for use of premises must be reviewed and approved by Omar Luna. Proposer shall confine equipment, the storage of materials and equipment and the operations of workers to the project site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. Proposer shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against City by any such owner or occupant because of the performance of the Work, Proposer shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.

The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of Proposer's use of the premises. During the progress of the Work, Proposer shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work Proposer shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Proposer shall restore to original condition all property not designated for alteration by the Contract Documents.

Proposer shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Proposer subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

2.14 RESPONSIBILITY FOR FACILITY ACCESS KEYS

The City of Miami Springs will coordinate access of the facility with the awarded contractor.

2.15 ACCESS TO JOB SITE

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Proposer shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. Proposer shall provide them proper and safe conditions for such access and advise them of Proposer's site safety procedures and programs so that they may comply therewith.

2.16 SAFETY AND PROTECTION

The Proposer will be responsible for initiating, maintaining and supervising all safety precautions and programs. The Proposer will take all necessary precautions for the safety and security and, as a minimum, shall ensure the following:

- Provide protection and prevent damage to all employees, public and other persons whom may be affected thereby,
- Prevent damage to 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 work.
- All personnel are properly trained in the use of equipment as per Occupational Safety & Health Administration (OSHA) regulations.
- Proposer shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
- Proper signage is employed when closing streets or directing traffic.
- Traffic cones, or like devices, are properly placed when sidewalks or other areas are temporarily closed.
- Proposer shall provide temporary fencing enclosures for protection of the public during construction and materials delivery.
- All employees are physically capable of performing all the required tasks to include being able to see/hear with no difficulty all fire alarms and be able to understand verbal directives with regards to evacuating the site in emergency situations and how and when to sound an alarm,
- Personnel are accounted for in the event of an emergency.

2.17 INDEMNIFICATION

The parties agree that one percent (1%) of the total compensation paid to Proposer for the work of the Contract shall constitute specific consideration to Proposer for the indemnification to be provided under

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the Contract. To the fullest extent permitted by laws and regulations, Proposer shall indemnify, defend, save and hold harmless the City, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court and arbitration costs arising out of or resulting from the performance of the Work excluding the sole negligence of City. Such indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from:

- (a) any and all bodily injuries, sickness, death, disease;
- (b) injury to or destruction of tangible personal property,
- (c) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this project including the warranty period;
- (d) the use of any improper materials;
- (e) any construction defect including both patent and latent defects;
- (f) any act, omission or default of Proposer, his subcontractors, agents, servants, or employees;
- (g) the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by Proposer, his subcontractors, agents, servants or employees;
- (h) the breach or alleged breach by Proposer of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

2.18 PATENT FEES, ROYALTIES AND COPYRIGHT INDEMNIFICATION

Proposer shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

Proposer agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against City, its officers, agents and employees for the infringement of any and all Copyrights or patent rights claimed by any person, firm, or corporation.

Pursuant to the requirements of Florida Statute 752.06, as amended, the indemnification from liability for damages caused in whole or in part by any act, omission or default by City as contained above, shall be limited to the monetary amount of comprehensive general liability insurance with Proposer is required to

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obtain under the Contract. All other indemnification required hereunder shall not be limited to the amount of required comprehensive general liability insurance or any required excess insurance.

Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of City, in connection with the foregoing indemnification's, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of City when applicable.

2.19 SURVIVAL OF OBLIGATIONS

All representations, indemnification's, warranties and guarantees made in, required by, or given in accordance with an Agreement, as well as all continuing obligations indicated in the Contract

Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

2.20 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by City, Proposer shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City's Contract Administrator, remove it from the site and replace it with non-defective Work. Proposer shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby. Subject to the Proposer's right to dispute the directive and request an opinion from the Engineer pursuant herein. In such an event no action shall be required by the Proposer until such time as the engineer has made a determination.

2.21 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS

Proposer shall be fully responsible to City for all acts and omissions of the Proposer's employees, Subcontractors, Suppliers and other persons directly or indirectly employed by his Subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with Proposer.

Nothing in the Contract Documents shall create any Contractual relationship between City and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such Subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for Proposer by a Subcontractor will be pursuant to an appropriate agreement between Proposer and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City. Proposer shall provide a list of sub-contractors to the City's Contract Administrator within ten (10) days of receiving permits for Electrical.

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The City reserves the right in the event the primary subcontractor or supplier cannot provide an item(s) or services in a timely manner as requested, to seek other sources without violating the intent of the contract.

2.22 INSPECTIONS

At all times during the Contract, the Project Manager shall have the right to make thorough and last minute inspection of the services rendered, including materials, supplies and equipment used, and to draw the attention of the successful Bidder to all defects in workmanship, materials or other errors or variations from the Contract requirements.

The right of inspection herein provided is intended solely for the benefit of the City. Neither the right of inspection nor any failure to draw attention to, or point out such defects, errors or variations shall give the successful Bidder any right or claim against the City or shall in any way relieve the successful Bidder from its obligations under the term of this contract. Proposer shall make available to the City the facility and assistance to facilitate the performance of tests or inspections by City representatives.

If the work or any part thereof shall be found to be non-conforming, the successful Bidder shall without cost to the City or forthwith remedy such non-conformance in a manner to comply with the Contract.

The Proposer shall at all times make available to the Project Manager and/or designee, all facilities necessary for the test or inspection of the services rendered. The Contract Administrator shall be permitted to test or inspect materials, equipment and supplies as needed. Any inspection hereunder shall not reasonably disrupt the Bidder's performance of the Electrical work.

In addition, bi-weekly meetings will be conducted at the job site to ensure that the work is being fulfilled in strict accordance with the Contract Documents. Proposer shall give City timely notice of readiness of the work for all required inspections, tests or approvals. Proposer 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.

Inspectors shall have no authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and work with reasonable promptness. The payment of any compensation whatever may be its character or form, or the giving of any gratuity or the granting of any favor by the Proposer to any inspectors, directly or indirectly is strictly prohibited and any such action on the part of the Proposer will constitute a breach of this Agreement.

2.23 DELIVERY

All items shall be delivered f.o.b. destination (i.e. at a specific City of Miami Springs job site address), and delivery costs and charges (if any) will be included in the Bid Price. Exceptions shall be noted. Material(s)

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

2.24 PRODUCT SUBSTITUTES

In the event a particular awarded and approved manufacturers product becomes unavailable during the term of the Contract, the Proposer awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements. If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Bidder may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.

2.25 PERFORMANCE

The Proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only industry standard accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such.

2.26 HOURS OF WORK

Contractor may perform work Monday through Sunday, unless prior notice is received from the City otherwise. The Contractor must comply with the City's Noise Ordinance, Ordinance No. Chapter 99- Noise.

2.27 QUALITY OF WORK

All work shall be performed using highest standards and techniques. Failure to perform under the terms and conditions of this contract will cause the contract administrator to submit a Vendor Performance Evaluation Form, issuance of (3) Vendor Performance Forms indicating poor performance may be grounds for default of contract and subject to the Termination Provision of this RFP.

2.28 EMPLOYEE IDENTIFICATION/MONITORING OF WORK

Successful Proposer's employees will at all times wear, in plain view, identification badges and/or uniforms issued to them by their employer.

2.29 APPAREL

Successful Bidder's employees shall wear appropriate clothing at all times to include shirts / uniforms with the successful Bidder's logo affixed. Shoes (footwear which fully covers and protects the entire foot) shall

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be worn at all times as well. Shorts, torn and/or dirty clothing, cut-off t-shirts, and the like, along with clothing with unacceptable verbiage as determined by the Contract Administrator, shall not be worn.

2.30 MINIMUM WORK

The specification requirements cited in this RFP are a minimum and as such, are not intended to limit the successful Bidder's requirements to perform all work to the best of his or her ability in an acceptable manner.

2.31 SECURITY/EMERGENCY/DISASTER PERFORMANCE

The Proposer is responsible for project security. The Proposer shall protect and secure the site, materials, and equipment from theft, damage and in the event of a hurricane or other emergency or natural disaster situation, by whatever means deems effective, at the Proposer's cost. Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each work day and weekends.

2.32 WORK DURING INCLEMENT WEATHER

No Work shall be done under these specifications except by permission of the City when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the Proposer upon the direction of the City, shall suspend all Work until instructed to resume operations by the City.

2.33 ADDITION/DELETION OF ITEMS

Although this solicitation identifies specific details/items, it is hereby agreed and understood that any details/items may be added to, and any awarded detail/items may be deleted from this contract at the option of The City. When an addition to the contract is required, the successful bidder(s) under this contract and other suppliers, as deemed necessary shall be invited to submit requests for information (RFI's) for these new details/items. If this RFI is comparable with market prices offered for similar details/items, the supplier(s) and details/item(s) shall be added to the contract, if it is in the best interest of the City and an addendum and a separate purchase order or change order shall be issued by the City.

2.34 CHANGES IN THE WORK

City, without invalidating an Agreement, may order additions, deletions or revisions to the Work. Such additions, deletions or revisions shall be authorized by a Written Amendment, Change Order or Work Directive Change.

Change Orders which decrease the cost of the work to City or increase the cost of the work by an amount not in excess of ten thousand and xx/100 dollars (\$10,000.00) must be authorized and approved by City's

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Manager or his authorized designee prior to their issuance. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this project, increase the cost of the work to City by an amount which exceeds ten thousand and xx/100 dollars (\$10,000.00), or five percent (5%) of the original contract price, or which extend the time for completion, must be formally authorized and approved by the City's Council prior to their issuance and before work may begin. No claim against City for extra work in furtherance of such Change Order shall be allowed unless prior approval has been obtained.

The Contract Price and Contract Time shall be changed only by Change Order or Written Amendment. Proposed Change Orders shall be prepared by the City's Contract Administrator on forms provided by City. When submitted for approval, they shall carry the signature of the appropriate City Official, the City's Contract Administrator and the Proposer.

If City and Proposer are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.

Proposer shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented. If notice of any change affecting the general scope of the work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Proposer's responsibility and the amount of each applicable bond shall be adjusted accordingly.

Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to City's Contract Administrator not later than ten (10) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph. The cost or credit to City from a change in the work shall be determined by mutual agreement.

2.35 CHANGE IN CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Proposer for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Proposer shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered to City's Contract Administrator promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the amount of the claim with supporting data shall be delivered within twenty (20) days and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. No resolution

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of a claim for adjustment in the Contract Price shall be effective until approved by City in writing. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

2.36 AUTHORIZATION TO PERFORM WORK OUTSIDE OF SPECIFICATIONS

A company official or authorized agent shall advise the Project Manager when work other than that specified within the scope of work is required, with at least two (2) days' notice. No work outside the scope of work shall be conducted without prior approval of the Project Manager. All requests for information shall be recorded in the Log.

2.37 LIABILITY, INSURANCE, LICENSES & PERMITS

Where Bidder's are required to enter onto City of Miami Springs property to deliver materials or to perform work or services as a result of a Bid award, the Bidder will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Bidder shall be liable for any damages or loss to the City occasioned by negligence of the Bidder (or their agent) or any person the Bidder has designated in the completion of their contract as a result of the Bid. Proposer shall be required to furnish a certified copy of all licenses, certificates of competency or other licensor requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Miami-Dade County, or City of Miami Springs Code. Proposers shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licensor will be grounds for rejecting the Bid.

Proposer shall obtain all permits and licenses necessary to complete the work. Respondent is responsible for scheduling all required inspections with the Building Department and the Proposer shall pay all fees relative to permitting and re-inspections, as they may be required from time to time.

2.38 REPORTING DAMAGES CAUSED BY THE SUCCESSFUL BIDDER

Any damage caused by the successful bidder shall be reported to the Project Manager either in person or in writing. Successful bidder shall be responsible for paying for any and all damages of which may be paid via a credit against monthly billing or by direct payment.

2.39 SMOKING AND UNSAFE ACTS

All City of Miami Springs facilities are nonsmoking facilities. Safety is a primary concern of the City, and as such, unsafe acts will not be tolerated, Unsafe acts, such as smoking in the facility, will be grounds for immediate termination of the Contract.

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2.40 STORAGE AREAS

The Proposer shall store materials, at his expense, in areas approved by the City. The Proposer, at their own expense, shall maintain these areas in a clean, orderly condition so as not to cause a nuisance in the area. The Proposer 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 Proposer's discretion, if the Proposer chooses to stage material outside of the designated area, with prior approval from the City.

2.41 QUALITY CONTROL

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

- Inspection – Periodically the City may inspect the project for the purpose of assuring compliance with the specifications.
- Dust Control – Proposer shall control dust by watering and sweeping at end of each work day or as directed by City's A&E Professional Consultant. Dust control must meet City's satisfaction or City will control dust by whatever means deem necessary and Proposer shall pay all expenses incurred by the City associated with dust control.

2.42 ON SITE SURVEY/AS-BUILT

The Proposer shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the plans. The Proposer 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.

2.43 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 Proposer's expense.

2.44 SALVAGEABLE MATERIAL

All salvageable material and/or equipment removed from the existing site 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 Proposer. The actual storage site for salvageable material will be designated by the City.

2.45 DISPOSAL OF EXCAVATED MATERIAL AND DEBRIS

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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 Proposer at an appropriate legal site, at no additional cost to the City. The Proposer must at all times during the performance of the project keep the work site free and clear of all waste and debris to the City's satisfaction. All sand, grit, solids and other material, accumulated waste or surplus materials shall be removed at the end of each work day.

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

2.46 NOTIFICATION TO RESIDENTS

Proposer 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 Proposer changes schedule or duration of work, Proposer must notify resident, in writing, of such changes. Proposer must provide a copy of all notifications to the City.

2.47 LIQUIDATED DAMAGES

If the Contractor fails to achieve substantial completion for the entire work by the **121st** day from the commencement date as set forth in the contract, then the parties agree that the amount of **liquidated damages assessed shall be six hundred (\$600.00) dollars per day** for each calendar day which the project is delayed due to a Non-excusable delay.

2.48 ACCEPTANCE OF COMPLETED WORK

A representative from the City of Miami Springs must approve the work and related costs prior to the commencement of work. The City of Miami Springs will determine if the work that is done is acceptable. If the work does not meet the City's requirements, the Vendor must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the Proposer at no additional cost to the City within a period of 24 hours.

2.49 PROCESSING OF APPLICATION FOR PAYMENT AND COMPLETION OF WORK

Payments: payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number. Cut-off date is the close of the Work day of the final Friday of each month. Proposer shall submit by the first Friday of each month Proposer's completed Application for Payment for the previous period. City must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, Proposer shall submit his application on the next workday. Proposer is advised that processing of draws must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Application for Payment

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for that month's billing cycle. Late Application for Payment with a Recommendation for Payment will be paid in the next bi-weekly billing cycle.

Progress Payments:

Proposer may requisition payments for work completed during the project at intervals of not more than twice a month. The Proposer's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the Proposer that the Proposer has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the Proposer for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and material men who were included in the Proposer's previous applications for payment, and any other supporting documentation as may be required by the City's Contract Administrator or Contract Documents. Each requisition shall be submitted in triplicate to the City's Contract Administrator for approval. The City shall make payment to the Proposer within thirty (30) calendar days after approval by the City's Contract Administrator of the Proposer's requisition for payment.

Retainage:

Ten percent (10%) of all monies earned by the Proposer shall be retained by the City until the work is totally completed as specified, and accepted by the City except that after fifty percent (50%) of the work has been completed, the City may reduce the retainage to five percent (5%) of all monies earned.

2.50 WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

Warranty of Title:

The Proposer warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

Warranty of Specifications:

The Proposer warrants that all equipment, materials and workmanship furnished, whether furnished by the Proposer or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

Warranty of Merchantability:

Proposer warrants that any and all equipment to be supplied pursuant to the Agreement is

merchantable, free from defects, whether patent or latent in material or workmanship and fit for the ordinary purposes for which it is intended.

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Correction Period:

Proposer warrants all material and workmanship for a minimum of one (1) year from date of acceptance by the City. If within one (1) year after the date of final completion 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, any work is found to be defective, whether observed before or after acceptance by City, Proposer 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, remove it from the site and replace it with work that is not defective and satisfactorily correct and remove and replace any damage to other work or the work of others resulting there from. If Proposer 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 workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Proposer.

Where defective Work (and damage to other work resulting there from) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations, which Proposer might have under the Contract Documents. Establishment of the time period of one (1) year as described in above relates only to the specific obligation of the Proposer to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Proposer's liability with respect to the Proposer's obligation other than specifically to correct the work.

Proposer warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract. Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

Proposer warrants to the City that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Proposer is a party. Proposer warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the work of the Contract. No warranty, either express or implied, may be modified, excluded or disclaimed in any way by Proposer. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by City.

Final Inspection:

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Upon written notice from Proposer that the entire Work or an agreed portion thereof is complete, City's Contract Administrator will make a final inspection and will notify Proposer in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Proposer shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

After Proposer has completed all such corrections to the satisfaction of A&E Design Consultant(s) and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents, and after City's Contract Administrator has indicated that the work is acceptable, Proposer may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the work; or (2) Proposer's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for Proposer under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lienor who has not been paid in full and the amount due or to become- due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, Proposer may furnish a bond satisfactory to City to indemnify City against any lien.

In addition, Proposer shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional registered land surveyor licensed by the State of Florida.

Final payment to Propose shall not be made until said drawings have been reviewed and approved by City's Contract Administrator. Prior to approval, if necessary, the drawings may be returned to Proposer for changes or modifications if in the opinion of City's Contract Administrator, they do not represent correct or accurate "As-built" drawings.

Final Payment and Acceptance:

If, on the basis of City's Contract Administrator's observation of the Work during installation and final inspection, and City's Contract Administrator's review of the final Application for Payment and accompanying documentation, City's Contract Administrator is satisfied that the Work has been completed and Proposer's other obligations under the Contract Documents have been fulfilled, City's Contract Administrator will, within ten (10) days after receipt of the final Application for Payment, indicate in writing City's Contract Administrator's recommendation of payment and present the Application to City for payment. Thereupon City's Contract Administrator will give written notice to City and Proposer that the Work is acceptable. Otherwise, City's Contract Administrator will return the Application to Proposer, indicating in writing the reasons for refusing to recommend final payment, in which case Proposer shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to City's Contract Administrator of the Application and accompanying documentation, in appropriate form and

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substance, and with City's Contract Administrator recommendation and notice of acceptability, the amount recommended by City's Contract Administrator will become due and will be paid by City to Proposer.

If, through no fault of Proposer, final completion of the Work is significantly delayed and if City's Contract Administrator so confirms, City shall, upon receipt of Proposer's final Application for Payment and recommendation of City's Contract Administrator, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by City for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Proposer to City's Contract Administrator with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the City to the Proposer when the work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the City's Contract Administrator. The making of final payment shall constitute a waiver of claims by City except those arising from:

- Liens, claims, security interests or encumbrances arising out of an Agreement and unsettled.
- Faulty or defective work and latent defects discovered after acceptance.
- Failure of the work to comply with the requirements of the contract documents.
- Terms of special warranties required by the contract documents.
- Any of Proposer's continuing obligations under this Agreement.

The acceptance of final payment by Proposer or the subcontractor for materials and supplies shall constitute a waiver of claims by that payee except those previously made in writing and identified by payee as unsettled at the time of final application for payment.

City's Right to Withhold Payment:

The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

- Defective work not remedied.
- Damage to another contractor not remedied.
- Liability for liquidated damages has been incurred by the Proposer.

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- Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum.

- Reasonable evidence that the work will not be completed within the Contract time.

- Failure to carry out the work in accordance with the Contract Documents. When the above grounds are removed or resolved or the Proposer provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.

2.51 CITY'S RESPONSIBILITIES

City shall furnish data required of City under the Contract Documents promptly. City shall secure and pay for necessary permits, fees, approvals, easements, assessments and charges required for work, use or occupancy of permanent structures or permanent changes in existing facilities.

If the work is defective, or Proposer 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's Contract Administrator may order. Proposer to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of City's Contract Administrator to stop the Work shall not give rise to any duty on the part of City to exercise this right for the benefit of Proposer or any other party. Subject to the Proposers right to dispute the directive and request an opinion from the Engineer pursuant herein. In such an event no action shall be required by the Proposer until such time as the engineer has made a determination.

2.52 CITY'S CONTRACT ADMINISTRATORS RESPONSIBILITIES

City's Contract Administrator will be City's representative during the work period and until final payment is due. In addition, they will issue all communications to the Contractor on the City's behalf.

Visits to Site:

City's Contract Administrator will make visits to the site at intervals appropriate to the various stages of work to observe the progress and quality of the executed work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. City's Contract Administrator's efforts will be directed toward providing for City a greater degree of confidence that the completed work will conform to the Contract Documents. On the basis of such visits and on-site inspections, City's Contract Administrator shall keep City informed of the progress of the work and shall endeavor to guard City against defects and deficiencies in the work.

Technical Clarifications and Interpretations:

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City's Contract Administrator will issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as City's Contract Administrator may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should Proposer fail to request interpretation of questionable items in the Contract Documents neither City nor City's Contract Administrator will thereafter entertain any excuse for failure to execute the work in a satisfactory manner.

City's Contract Administrator will interpret and decide matters concerning performance under the requirements of the Contract Documents upon written request of either City's Contract Administrator or Proposer. City's Contract Administrator will make initial decisions on all claims, disputes or other matters in question between City's Contract Administrator and Proposer. Written notice of each such claim, dispute or other matter will be delivered by claimant to City's Contract Administrator and the other party but in no event later than three (3) days after the occurrence of the event giving rise thereto and written supporting data will be submitted to the City's Contract Administrator and other party within five (5) calendar days after such occurrence. All written decisions of the City's Contract Administrator on any claim, dispute or other matter will be final and binding upon City and Proposer unless a written notice of intention to appeal from City's Contract Administrator's written decision is delivered within five (5) days after the date of such decisions and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within thirty (30) days of the date of such decision. The rendering of a decision by City's Contract Administrator with respect to any such claim, dispute, or matter (except any which have been waived by the making or acceptance of final payment) is a condition precedent to any exercise by City or Proposer of such rights or remedies existing under the Contract Documents or by law.

Authorized Variations in Work: City's Contract Administrator may authorize minor variations in the work from the technical requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and will be binding on City, and also on Proposer who shall perform the work involved promptly.

Rejecting Defective Work: City's Contract Administrator will have the authority to disapprove or reject work which City's Contract Administrator believes to be defective, and will also have authority to require special inspections or testing of the work whether or not the work is fabricated, installed or completed.

END OF SECTION 2

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**SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION**

3.1 GENERAL PROPOSAL INSTRUCTIONS; SUBMITTAL DEADLINE

1 (one) signed Letter of Intent shall be submitted electronically via DemandStar clearly marked "Proposal to City of Miami Springs RFP for 02-20/21."

All Proposals must be received by Tuesday, January 19, 2021 at 2:30 P.M. (EST) via Demandstar E-bidding upload. All Proposals must be received by the due date and time. Proposals received after the due date and time will not be considered.

All Proposals received will be publicly opened and announced during a virtual meeting, on the date and at the time specified in the Schedule of Events set forth in Section 1.2, above. All Proposals received after that time shall be returned, unopened.

3.2 PROPOSAL REQUIREMENTS

Consultants interested in performing these professional services must display relevant experience with the type of work solicited and should emphasize both the experience and capability of particular personnel who will actually perform the work.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Proposals be organized in the manner specified herein and contain the below-listed information and documents. Failure to do so may deem a submitted Proposal as non-responsive.

In addition to other requirements stated in this RFP, to be eligible to respond, the Respondent shall submit a Proposal that includes all of the following information/documentation, appropriately tabbed, in this exact order ("Proposal"):

Tab A. Cover Page: Each Proposal submitted shall have a cover page with Consultant's business name, address, and telephone number; name and all contact information for individual that will serve as "Project Manager," a primary liaison between the Consultant and the City; date; and subject "Proposal for RFP No. 02-20/21 Prince Field Drainage Improvements."

Tab B. Table of Contents. A Table of Contents that outlines in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFP.

Tab C. Letter of Intent: A Letter of Intent shall be provided that briefly introduces the Consultant, the Consultant's commitment to the City, an understanding of the work to be performed and the aspects of the proposal.

Tab D. Firm's Qualifications: Consultant must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References.

1. To be eligible to respond, the Consultant shall have five (5) years of continuous operation under the same entity name and provide proof of same.

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2. Consultant must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Consultant is authorized to do business in this State.
3. Consultant must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
4. Consultant shall provide a list of current and past clients, with emphasis on Florida municipalities.
5. Consultant must also provide the official complaint history within the last five (5) years for its qualifying professional license.
6. Consultant shall identify the Principal in Charge's Experience. This individual must have a minimum of five (5) years' experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Consultant.
7. The team working on the Project must have prior experience within the past ten (10) years of providing similar services.

Tab E. Project Team/Personnel Qualifications: The Respondent must include the following information for this requirement:

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors.
2. Provide an organizational chart showing reporting structure for all Key Staff, including any key subcontractors (the "Project Team").
3. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Program Manager.
4. Include one-page resumes for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.
5. For each task, list each individual Key Staff member, including subconsultants, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Prime Consultant and each key subconsultant on the project in total.

Tab F. Project Implementation Strategy: Describe the Respondent's strategy for implementing the project.

Tab G. Fee Proposal: Submit a signed, firm, fixed fee or lump sum cost for providing all the Services per year for the term of the contract.

Tab H. Computer Aided Design (CAD): Provide acknowledgement that Respondent will produce all work product using the latest version of AutoCAD; prior to and during construction, CAD files shall be made available to the Contractor(s) at no cost for the Contractor's coordination drawings and will be provided to the City at no cost at the completion of construction. It must also be

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acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the City upon submittal.

Tab I. Special Consideration: Describe any special resources that Consultant or Consultant's personnel assigned to the project may bring to the project or in-house expertise in technical areas, which will specifically benefit the project. **Not to exceed three (3) pages. Excess pages will be removed prior to submission to the City Council's Evaluation.**

Tab J. Insurance: Respondent must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Respondent prior to entering into an agreement with the City. The successful Respondent(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the City as an additional insured and meeting the following requirements, which are also set forth in the form of Professional Services Agreement attached to this RFP:

Consultant shall secure and maintain throughout the duration of this RFP and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the City. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.
3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability

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policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

The City may require higher limits of insurance or additional coverage if deemed necessary.

Tab K. Bid Security. Each Proposal must be accompanied by a Bid Bond or Cashier’s Check, in an amount no less than five percent (5%) of the proposed annual base bid amount, in the form provided in Form 13. Bid security shall be made by certified or cashier's check or by a bid bond made payable to the City and provided by a surety company authorized to do business as a surety in the state. All Bid Bonds shall be valid for a period of at least 90 days from the proposal submission date. The Bid Bonds for all unsuccessful Proposals shall be returned after the 90-day period. The purpose of the bid bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, bid bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least 90 days after proposal opening. The bid security of the successful bidder will be retained until such bidder has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the City. If the successful bidder fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the office of the purchasing agent within the time specified in the instructions to bidders, the City may annul the notice of award and the entire sum of the bid security shall be forfeited to the City. If the City Manager has waived the requirement for bid security, the City shall select this box: .

Tab L. Forms: Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

Tab M. References: Three (3) letters of references shall be submitted as part of the Proposal, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the project/work/studies, estimated and actual.

3.3 EVALUATION CRITERIA

Award shall be made to the responsible Consultant(s) whose Proposal is determined to be the most qualified and advantageous to the City. Proposals will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	Qualifications/Experience of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20 Points
2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for City Projects	20 Points

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3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	20 Points
4	Project Implementation Strategy The Firm’s understanding of the City’s needs, local conditions, goals, and objectives	20 Points
5	Price Proposal	20 Points
		Total: 100 Points

3.4 SELECTION PROCESS

Staff Level Review for Compliance with Minimum Requirements. A member of City Staff shall review and evaluate the Proposals submitted to ensure the minimum requirements of the RFP have been met. The City Manager or Procurement Specialist may reject those Proposals that do not meet the minimum requirements of the RFP.

Recommendation to City Council. After short-listing of the top three respondents deemed to be responsible by the Procurement Specialist, the City Manager will present a recommendation to the City Council with the Procurement Specialist’s rankings and recommendations for consideration by the City Council and the City Manager’s recommendation for award or rejection of all proposals for approval at a Council meeting.

City Council Meeting to Select Consultant(s). The City Council may select the Consultant(s) that it determines are the lowest, most responsive and Responsible Bidder(s), taking into consideration all aspects of the Consultant’s Proposal and authorize the City Manager to execute a professional services agreement with the selected Consultant(s). The City Council shall have the final authority to select the Consultant(s) and award any Professional Services Agreement(s).

Negotiations and Execution of Agreement. After selection of the Consultant(s) by the City Council, the City Manager or designee(s) shall execute a Professional Services Agreement in substantially the form attached hereto as Exhibit “A” with the selected Consultant(s) at compensation that the City Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFP. Any award and execution of an agreement shall be subject to approval by the City Attorney as to form, content, and legal sufficiency. Should the City Manager be unable to negotiate a satisfactory contract with the selected Consultant at a price the City Manager determines to be fair, competitive, and reasonable, negotiations with that Consultant may be terminated. The City Manager or designee(s) shall then undertake negotiations with the next highest-ranked Consultant, and, if negotiations are terminated, shall continue to each next highest-ranked Consultant until a satisfactory contract may be negotiated.

City Council Meeting to Approve Professional Services Agreement(s) with Consultant(s). Upon reaching mutually agreeable terms with the selected Consultant(s), the Professional Services Agreement(s) for each selected Consultant shall be presented to the City Council for final approval.

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The City reserves the right to reject any or all proposals which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one Consultant.

END OF SECTION 3

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**SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS**

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Respondent's Proposal:

FORMS

Form 1: Proposal Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits:)

- **Americans with Disabilities Act Compliance**
- **Public Entity Crimes Act**
- **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics**
- **Business Entity**
- **Non-Collusion/Anti-Collusion**
- **Scrutinized Companies**
- **Acknowledgment, Warranty, and Acceptance**
- **Ownership Disclosure**
- **Truth in Negotiation Certificate**
- **Prohibition on Contingent Fees**

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

Form 12: Price Proposal

Form 13: Bid Security/Bid Bond (unless waived)

Form 14: Form of Performance Bond & Payment Bond (unless waived)

EXHIBITS

Exhibit A: Form of Continuing Professional Services Agreement

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Attachment A: Surface Water Management Report for Prince Field Drainage Improvements

Attachment B: Site Plans for Prince Field Drainage Improvements

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**FORM 1
PROPOSAL CHECKLIST**

- _____ Form 1: **Proposal Checklist**

- _____ Form 2: **Company Qualifications Questionnaire**

- _____ Form 3: **Certificate of Authority (Complete one of the two forms as applicable)**

- _____ Form 3A: **Certificate of Authority (for Corporations or Partnerships)**

- _____ Form 3B: **Certificate of Authority (for Individuals)**

- _____ Form 4: **Acknowledgment of Addenda**

- _____ Form 5: **Single Execution Affidavit**

- _____ Form 6: **Certification for Disclosure of Lobbying Activities on Federal Aid Contracts**

 (Compliance with 49 CFR, §20.100(b))

- _____ Form 7: **Dispute Disclosure**

- _____ Form 8: **Key Staff and Proposed Subcontractors**

- _____ Form 9: **Reference Letters**

- _____ Form 10: **E-Verify Affidavit**

- _____ Form 11: **IRS Form W-9**

- _____ Form 12: **Price Proposal**

- _____ Form 13: **Bid Security/Bid Bond (unless waived)**

- _____ Form 14: **Performance Bond & Payment Bond (unless waived)**

Firm: _____

Date: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the RFP, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the RFP, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name

Principal Business Address

Telephone Number

Facsimile Number

Email Address

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

Individual Partnership Corporation LLC LLP Other _____

Please identify the Firm's primary business: _____

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Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name

Insurance Carrier Contact Person

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Insurance Carrier Address

Telephone No.

Email

Has the Firm filed any insurance claims in the last five (5) years? No Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
 No Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
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**FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____, (the
"Entity") held on _____, 20____, the following resolution was duly
passed and adopted:

"RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____, on
behalf of the Entity and submit this Proposal to the City of Miami Springs,
and this Entity and the execution of this Certificate of Authority, attested
to by the Secretary of the Corporation, and with the Entity's Seal affixed,
will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

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

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

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**FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)**

I, _____ (“Affiant”) being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing
business as _____, the
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this Proposal to the City of Miami Springs, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

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**FORM 4
ACKNOWLEDGEMENT OF ADDENDA**

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 6

_____ Addendum 2

_____ Addendum 7

_____ Addendum 3

_____ Addendum 8

_____ Addendum 4

_____ Addendum 9

_____ Addendum 5

_____ Addendum 10

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

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**FORM 5
SINGLE EXECUTION AFFIDAVITS**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF PROPOSING OR BIDDING ENTITY	By: _____ INDIVIDUAL'S NAME AND TITLE
FEIN OF PROPOSING OR BIDDING ENTITY	Date: _____

Americans with Disabilities Act Compliance Affidavit

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

Public Entity Crimes Affidavit

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

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

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

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

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted

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Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Consultant, 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 Consultant or Respondent. Material interest means 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 this transaction or bid, 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 bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

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Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Miami Springs or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name

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and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

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

Name	Address

Respondent Initials

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Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida.

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida. Consultant understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**

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In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

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FORM 6

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

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**FORM 7
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the City of Miami Springs.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

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**FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS**

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: No Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the City:

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Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS

FORM 9
REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ No _____

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ **No** _____

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ **No** _____

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

**FORM 10
E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFP and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 12
PRICE PROPOSAL

THIS PRICE PROPOSAL SHALL BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE THAT WILL BE OPENED AFTER THE TECHNICAL PROPOSAL IS REVIEWED, EVALUATED, AND RANKED

Total for Prince Filed Drainage Improvements (as per plans) Proposal Amount: \$ _____

Optional Alternate:

Total for Swale Restoration Proposal Amount: \$ _____

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: _____

Authorized Signature: _____

Title: _____

Print or Type Name: _____

Date: _____

FORM 13
BID SECURITY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Proposer, and _____

Hereinafter called Surety, are held and firmly bound unto the City of Miami Springs, a municipality within the State of Florida, and represented by its City Manager, in the sum of five percent of the proposed annual base bid amount of: \$ _____

(Written Dollar Amount) dollars (\$ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the City of Miami Springs for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

02-20/21
Prince Field Drainage Improvements

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Miami Springs and furnishes the Performance Bond, in an amount equal to one hundred percent of the **annual** base bid amount, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Miami Springs and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____ as Principal herein, has caused these presents to be signed in its name by its _____

_____ and attested by its _____

_____ under its corporate seal, and the said _____

_____ as Surety herein, has caused these presents to be signed in its name by its _____

and attested in its name by its _____

under its corporate seal, this _____ day of _____, 2020.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Principal/Firm: _____

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Attorney-In-Fact: _____

(Power of Attorney to be attached)

Witness #2 Print Name: _____

Resident Agent

FORM 14
FORM OF PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Consultant") and _____, as Surety, are bound to the City of Miami Springs (the "City"), as Obligee, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract RFP No. 02-20/21, awarded on _____, 2021, pursuant to Resolution No. _____, with the City, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

1. Performs the Contract between Contractor and City for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays the City all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the City sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
4. Whenever Contractor is, and declared by the City to be, in default under the Contract, the City having performed the City's obligations, the Surety may promptly remedy the default or will promptly:
 - a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
 - b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, will mean the total amount payable by

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

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the City; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this _____ day of _____, 20____.

FOR THE CONTRACTOR:

WITNESS:

Secretary

(Affix Corporate Seal)

Name of Corporation
By: _____
Print Name: _____
Title: _____

FOR THE SURETY:

WITNESS:

Agent and Attorney-in-Fact
Print Name: _____
Title: _____
Address: _____

Telephone: _____

EXHIBIT A

FORM OF PROFESSIONAL SERVICES AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
NAME OF ENTITY**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2020 (the "Effective Date"), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the "City"), and **NAME OF ENTITY**, a [type of entity authorized to do business in Florida] (hereinafter, the "Consultant").

WHEREAS, on December 22, 2020, the City issued Request for Proposals No. 02-20/21 ("RFP") for Prince Field Drainage Improvements, which RFP is incorporated herein and attached hereto as Exhibit "A"; and

WHEREAS, the services needed by the City are specifically identified in Section 2 of the RFP (the "Services"); and

WHEREAS, in response to the RFP, on January 19, 2021, the Consultant submitted a Proposal dated [INSERT DATE OF CONSULTANT'S PROPOSAL] for the Services, which Proposal is incorporated herein by reference and attached hereto as Exhibit "B" (the "Proposal"); and

WHEREAS, on [INSERT DATE], the Procurement Specialist appointed by the City Manager short listed Respondents and ranked the Consultant as the most qualified firm for the Services; and

WHEREAS, on [INSERT DATE], the City Council adopted Resolution No. [INSERT NUMBER], selecting the Consultant to provide the Services and approving an agreement with the Consultant; and

WHEREAS, the Consultant will perform the Services for the City, as further described in Consultant's Proposal attached hereto as Exhibit "B"; and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon the fee/rate schedule set forth in Exhibit "C" (the "Fee/Rate Schedule") for the Services; and

WHEREAS, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. Scope of Services.

- 1.1. Consultant shall provide the Services set forth in Exhibit “A” in accordance with the Proposal attached hereto as Exhibit “B” and incorporated herein by reference (the “Services”).
- 1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the City.
- 1.3. The Consultant shall abide by the terms and requirements of the RFP, as though fully set forth herein.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through one-hundred twenty (120) calendar days until completion, unless earlier terminated in accordance with Paragraph 8.
- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the City Manager.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by Contractor shall be in accordance with the Fee Schedule attached hereto as Exhibit “C” (the “Fee Schedule”). Additional expenses that are not included in the Rate Schedule must be pre-approved, in writing by the City and will be considered as line item reimbursements, without markup.
- 3.2. Consultant shall deliver an invoice to the City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

4. Subconsultants.

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services and/or any Project.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager’s sole and absolute discretion.

5. City’s Responsibilities.

- 5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. Termination.

8.1. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.

8.3. In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed

with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising

out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Patents and Royalties. The Consultant 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. Consultant 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 Consultant shall pay all damages and costs awarded against the City in such matter.

14. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

15. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

16. Entire Agreement/Modification/Amendment.

16.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17. Ownership and Access to Records and Audits.

17.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

17.2. Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida

Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

17.3. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

17.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

17.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

17.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**

18. Nonassignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

19. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. Independent Contractor. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the

acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

- 21. Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 22. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 23. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 24. Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 25. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 26. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 27. Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - 27.1.** First Priority: Base Agreement;
 - 27.2.** Second Priority: Exhibit C – Fee Schedule;
 - 27.3.** Third Priority: Exhibit A - RFP No. 02-20/21;
 - 27.4.** Fourth Priority: Exhibit B – Consultant’s Proposal
- 28. Non-Exclusive Agreement.** The City reserves the right to procure or acquire similar Services from another consultant while this Agreement is in full force and effect.

[Remainder of page intentionally left blank. Signature pages follow.]

SAMPLE

EXHIBIT A – COPY OF RFP

[INSERT COPY OF RFP]

EXHIBIT B – CONSULTANT’S PROPOSAL

[INSERT COPY OF CONSULTANT’S PROPOSAL]

EXHIBIT C – FEE/RATE SCHEDULE

The Fee/Rate Schedule for Services performed pursuant to this Agreement are as follows:¹

[INSERT NEGOTIATED FEE/RATE SCHEDULE]

¹ If additional services are required, the City will negotiate the fees with the Consultant.

ATTACHMENT A

Surface Water Management Report for Prince Field Drainage Improvements

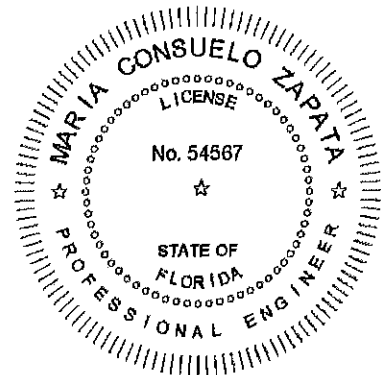
SURFACE WATER MANAGEMENT REPORT

for

Prince Field Drainage Improvements

**Located at: 343 Payne Drive
Miami Springs, FL 33166**

Bermello Ajamil project # 17069



Maria C. Zapata, P.E.

P.E. NUMBER 54567

DATE 7-2-2020

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SECTION ONE - SUMMARY

SECTION TWO - DATA

Rainfall Data
Land use

STORM WATER DESIGN

Drainage Basin; Soil Storage; Ex-filtration; Water Quality

SECTION THREE - REFERENCES

APPENDIX A	Figure 1 - Location Map Figure 2 - Average October Ground Water Level Figure 3 - SFWMD Rainfall 5 yr-1 day Figure 4 - Flood Insurance Map Figure 5 - Drainage Basin Map
APPENDIX B	Percolation Test Results
APPENDIX C	Trench Capacity Calculation

SECTION ONE: SUMMARY

This application is for a project site area of approximately 0.1133 ac for drainage improvement of Prince Field located at 343 Payne Drive, Miami Springs, FL 33166. Please note that the overall site is approximately 3.59 ac and it will remain as is and undisturbed with the exception of the project site area of 0.1133 ac (Refer to Appendix A – Figure 1).

The design criteria includes: a) provide water quality treatment; b) retain the 5 year 1 day storm event onsite using ex-filtration trenches.

The surface water management system has been designed in accordance with SFWMD, and Miami Dade County regulations. The storm water will be collected through a series of inlets and pipes and the runoff will be directed to an ex-filtration trench system for water quality treatment and disposal of the design storm.

The following calculations are provided in support of meeting the above criteria for the project.

SECTION TWO: DATA

1. RAINFALL DATA

A. Per SFWMD Permit Information Manual Volume IV, and using the rainfall maps included in Appendix A:

<u>Frequency</u>	<u>Duration</u>	<u>Rainfall</u>
5 year	1 – day	7 inches

B. FEMA elevation for the site is ZONE AH (El 7.0) per FEMA MAP 12086C0283L dated Sep 11, 2009 (Appendix A - Figure 4)

C. The water table was obtained from Miami-Dade County Average 1999 October Ground Water Level Map (Appendix A – Figure 2). The design high water table elevation is approximately 2.0 feet NGVD.

2. LAND USE

The project area land use breakdown is as follows:

A. Land Use Table:

Total project area:	0.1133 ac.
Pavement area:	0.0069 ac.
Beisbol area (clay):	0.0926 ac
Green Area:	0.0138 ac.

B. Total pervious and impervious:

Total pervious area:	0.0138 ac. (12.16 %)
Total impervious area:	0.0995 ac. (87.84 %)

STORM WATER DESIGN

1. DRAINAGE BASIN - (See Appendix A- Figure 5)

Total area:	0.1133 ac
Pervious:	0.0138 ac (12.16 %)
Impervious:	0.0995 ac (87.84 %)

2. SOIL STORAGE

A. Soil Storage Table (from SFWMD Basis of Review)

Depth to Water Table (Feet)	Cumulative Water Storage (Inches)	Compacted Water Storage (Inches)
1	0.60	0.45
2	2.50	1.88
3	6.60	4.95
4	10.90	8.18

The average depth to the wet season ground water level is approximately $\pm 6.7 - 2 = 4.7$ ft.

B. Maximum Soil Storage

$$S = (\text{Compacted Water Storage}) (\% \text{ Pervious})$$

$$S = (8.18) (0.1216) = 1 \text{ inches}$$

3. EX-FILTRATION TRENCH

A. Ex-filtration trenches have been provided to handle the 5 yr-24 hour storm. The SFWMD provides the following formula for computing the required length of ex-filtration trench

$$L = \frac{V}{K (2HDu - Du^2 + 2HDs) + (1.39 \times 10^{-4}) WDu}$$

Where,

- L = Length of Trench (feet)
- K = Hydraulic Conductivity (CFS/SF-FT HEAD)
- V = Volume Treated (Acre-inches)
- W = Trench Width (feet)
- Du = Non-saturated Trench Depth (feet)
- H = Depth to Water Table (feet)
- Ds = Saturated Trench Depth (feet)

B. The average value for K has been computed from tests results performed on site. The percolation tests are included in Appendix B.

$$K = 1.893 \times 10^{-4} \text{ CFS/SF-FT HEAD (average value)}$$

C. Trench Capacity Calculations are included in Appendix C.

<u>Trench required</u>	<u>Trench required with S.F. of 2</u>	<u>Trench Provided</u>
25.5 ft.	51 ft.	51 ft.

4. WATER QUALITY

A. Compute the first inch of runoff.

$$\text{One inch } (0.1133 \text{ ac}) \text{ } 1 \text{ ft. } /12 \text{ in} = 0.0094 \text{ ac-ft.}$$

B. Compute 2.5 inches times the percentage of impervious

$$2.5 \text{ inches } (0.1133) (0.8784) \text{ } 1 \text{ ft. } /12 \text{ in} = 0.0207 \text{ ac-ft.}$$

Therefore use 0.0207 ac-ft. since it is the bigger quantity

The total required ex-filtration trench capacity = 0.0567 ac-ft.
0.0567 ac-ft. > 0.0207 ac-ft. therefore OK

SECTION THREE: REFERENCES

Miami-Dade County. 1994. Public Works Manual, Part 1, Standard Details.
Public Works Department.

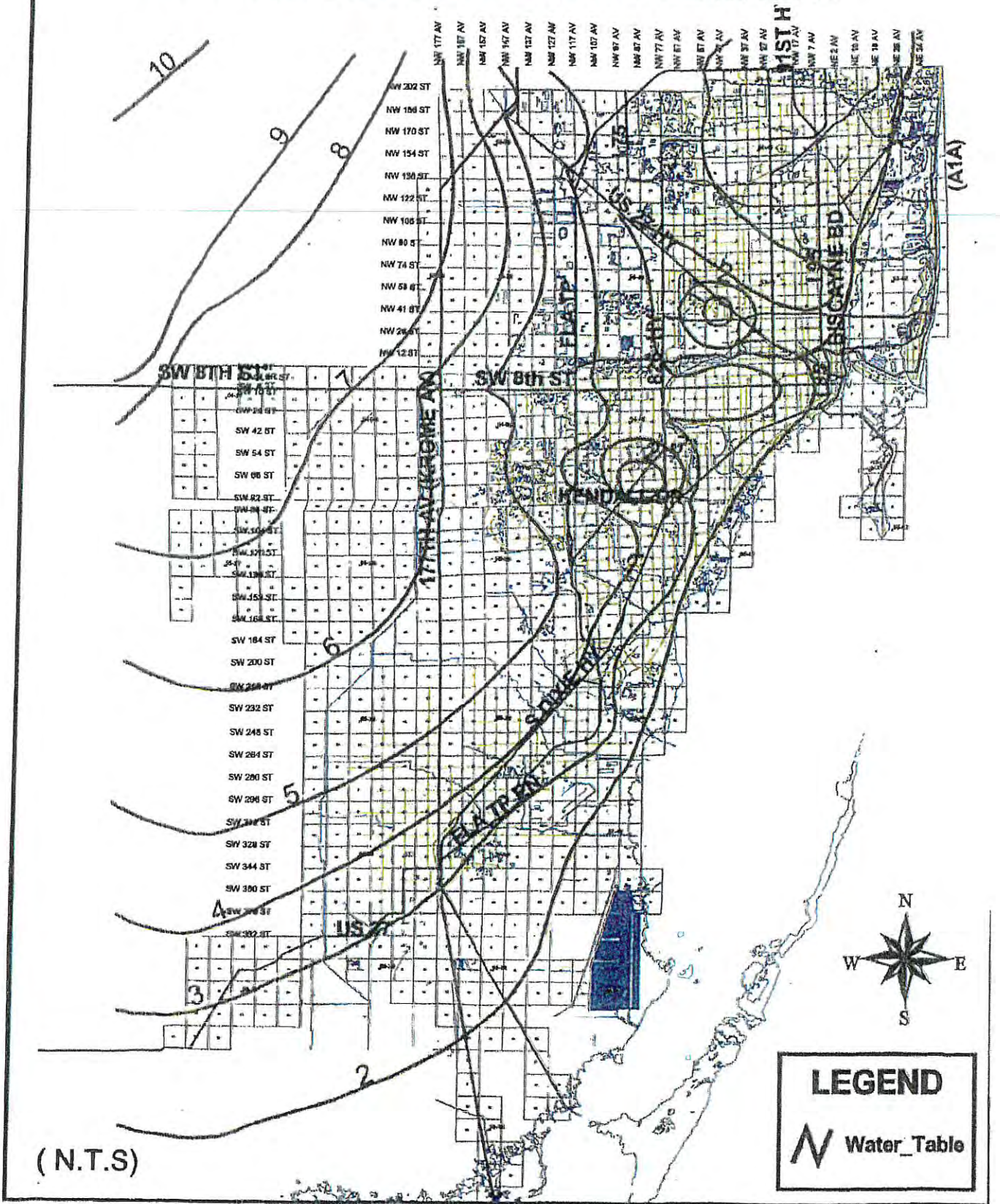
State of Florida Department of Transportation. 1987. Drainage Manual Volume 2B
Procedures. Drainage Design Office. Tallahassee, Florida.

South Florida Water Management District. 1994. Management and Storage of Surface Waters
Permit Information Manual Volume IV. West Palm Beach, Florida

APPENDIX A

- Figure 1 – Location Map
- Figure 2 – Average October Ground Water Level
- Figure 3 – SFWMD Rainfall 5 yr-1 day
- Figure 4 – Flood Insurance Map
- Figure 5 – Drainage Basin Map

MIAMI DADE COUNTY AVERAGE 1999 OCTOBER WATERTABLE



AVERAGE OCTOBER WATER TABLE

FIGURE 2

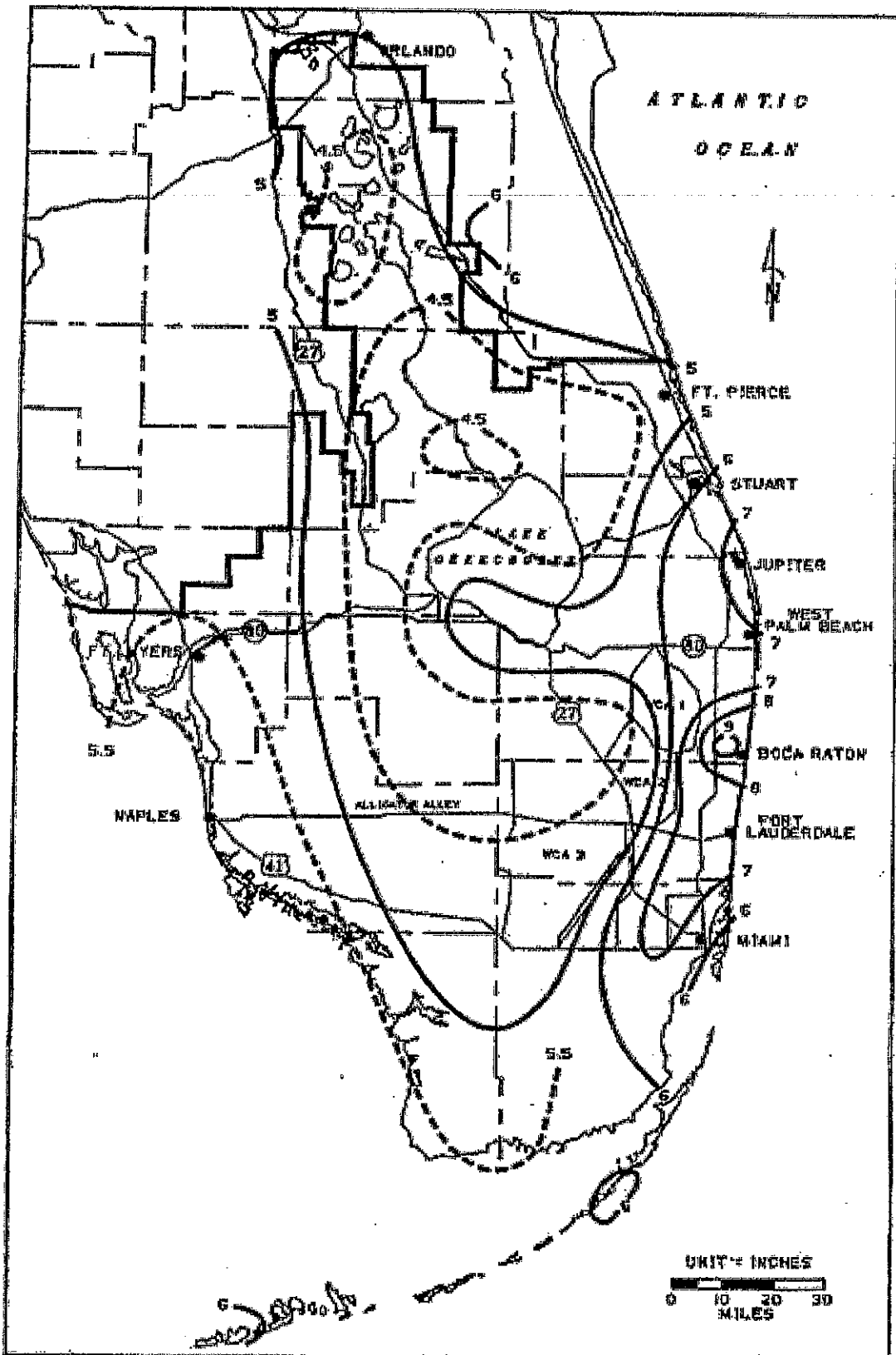


FIGURE C-3. 1-DAY RAINFALL; 5-YEAR RETURN PERIOD



DRAINAGE BASIN

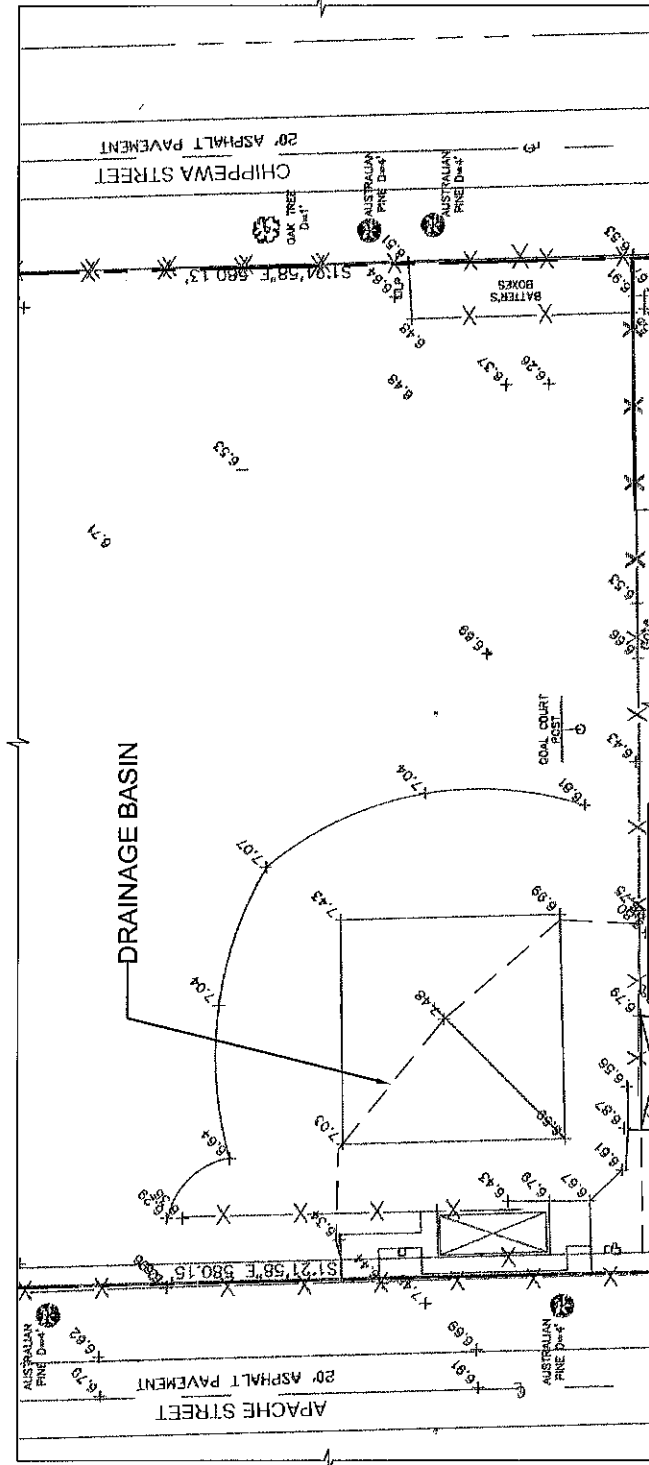
TOTAL AREA = 0.1133 AC.



IMPERVIOUS AREA = 0.0995 AC. (87.84 %)



PERVIOUS AREA = 0.0138 AC. (12.16 %)



PRINCE FIELD DRAINAGE IMPROVEMENTS
 Folio No. 05-3024-004-1180
 CITY OF MIAMI SPRINGS
 Sec. SEC.24-TWP.53S-RGE.40E
 Date: 07/02/2020

FIGURE 5
 DRAINAGE BASIN MAP
 N.T.S.

BA
 Bermello Ajamil & Partners

APPENDIX B

Percolation Test Results



DYNATECH ENGINEERING CORP.

WWW.DYNATECHENGINEERING.COM

Miami, January 18, 2018

Mrs. Tammy Romero
CITY OF MIAMI SPRINGS
201 Westward Drive
Miami Springs, FL 33166

Re: Proposed Senior Center @
343 Payne Drive
Miami springs, FL

Dear Mrs. Romero:

Pursuant to your request, DYNATECH ENGINEERING CORP. (DEC) completed Percolation Tests on January 18, 2018 at the above referenced project. The purpose of our investigation was to help determine the hydraulic conductivity for storm drainage design.

The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test. In the event the test location is changed or the soil removed and replaced; the test results will need to be re-evaluated.

Groundwater was measured immediately at the completion of each boring and was found at an average depth of approximately 5'-6" below existing ground surface at the time of drilling. Existing ground surface elevation was not provided to us at the time of drilling. Design engineers must verify existing ground elevations as well as FEMA Flood and County highest and lowest groundwater elevation for their design. Fluctuation in water level **is anticipated** due to seasonal variations and run off as well as varying ground elevations, construction dewatering and pumping activities in the area and global warming. Site contractor must familiarize himself with site conditions in the event groundwater controls and dewatering is needed during construction. Surface flooding may result under hurricane conditions and should be taken into consideration in the design of the project. The contractor shall monitor and make sure that groundwater levels on adjacent properties are not adversely impacted due to the contractors dewatering activities. Specialty groundwater and water proofing contractors shall be consulted for all work below the groundwater level.

In case of existing structures, existing footings, new foundations and proposed drainage lines, provisions shall be made by the structural engineer, the civil engineer, and site contractor to protect all footings from future erosion, undermining and exposure. The geotechnical engineer shall be notified of these conditions to evaluate the applicability of his recommendations. The drainage system installation depth and dimension must be verified in the field during construction.

Re: 343 Payne Drive, Miami springs, FL

This report was prepared in compliance with the 2017 Florida Building Code, 6th edition. Site elevations were not provided to us for the test locations. Depths reported on the field boring logs represent the depth below existing ground surface as they existed on the date of drilling. In the event of subsequent filling, excavations or site work, the reported depths must be adjusted to represent proper depths.

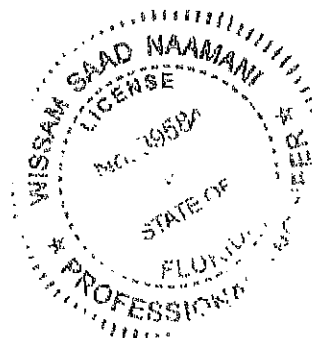
The boring log (s) attached present (s) a detailed description of the soils encountered at test location (s). The soil stratification shown on the boring log (s) is based on the examination of the recovered soil samples and interpretation of the driller's field log (s). It indicates only the approximate boundaries between soil types. The actual transitions between adjacent soil types may be gradual. Regardless of the thoroughness of a geotechnical exploration there is always the possibility that conditions may be different from those of the test locations, the nature and extent of such variations may not become evident until, during or after construction; therefore, DYNATECH ENGINEERING CORP. does not guarantee any subsoil conditions between the bore test holes. In accepting and using this report the client understands and accepts that all data from the borings are strictly for drainage analysis only and are not to be used for excavation or back filling estimates and pricing. Owner and site contractor must familiarize themselves with site conditions prior to bidding. Client recognizes that actual conditions in areas not tested by DEC may differ from those anticipated in DEC's report. Client understands and accepts that this can significantly increase the cost of construction for the project. Client agrees that DEC shall not be responsible or liable for any variations in the actual conditions of areas not tested by DEC. This report is not a geotechnical foundation report, Phase I and/or Phase II Environmental Site Assessments. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval. The scope of services performed in the execution of this investigation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user. Said user must contact DEC in writing to verify applicability of this report for their use. All work must be conducted under the supervision of our geotechnical engineer. The discovery of any site or subsurface conditions during construction which deviate from the information obtained from our subsoil investigation is always likely and should be reported to us for our evaluation. All work shall be conducted in compliance with the Florida Building Code FBC and OSHA workers protection rules and all applicable Federal, State, County and City rules and regulations.

It has been a pleasure working with you and look forward to do so in the near future.

Sincerely yours,



Wissam Naamani, P. E.
DYNATECH ENGINEERING CORP.
Florida Reg. No. 39584
Special Inspector No. 757
Certificate of Authorization No.: CA 5491



PERCOLATION TEST



DYNATECH ENGINEERING CORP.

WWW.DYNATECHENGINEERING.COM

PERCOLATION TEST ACCORDING TO S.F.W.M.D. D.O.T. STANDARD TEST

DATE : January 18, 2018
 CLIENT : CITY OF MIAMI SPRINGS
 PROJECT : Senior Center @
 PROJECT LOCATION : 343 Payne Drive, Miami springs, FL
 LOCATION OF TEST : SAS
 DIAMETER OF HOLE : 7"
 TEST NO. : P-1

TEST DEPTH (feet) 0-15'
 AVERAGE FLOW (GPM) 5.2
 AVERAGE K (CFS/Sq. Ft-Ft Head) 2.04x10⁻⁴

* The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test.

Water Table 5'-6" Below existing ground surface.

SUBSURFACE INVESTIGATION

<u>Depth Below Ground Surface</u>	<u>Soil Description</u>
0'-0" to 0'-6"	Topsoil and grass
0'-6" to 1'-0"	Dark brown medium sand w/organic stain
1'-0" to 2'-6"	Light tan medium sand w/rock fragments
2'-6" to 5'-0"	Black sandy muck
5'-0" to 6'-0"	Dark brown medium sand w/organic stain
6'-0" to 7'-0"	Tan medium sand
7'-0" to 10'-0"	Tan medium sand w/rock fragments
10'-0" to 13'-0"	Tan very sandy limerock
13'-0" to 15'-0"	Tan medium sand

Respectfully submitted,

Wissam Naamani, P.E.
 DYNATECH ENGINEERING CORP.
 Florida Reg. No. 39584
 Certificate of Authorization No.: CA 5491

Field Tech: A.S.

* As a mutual protection to the clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statement conclusions or extracts from or regarding our reports is reserved pending on our written approval.





DYNATECH ENGINEERING CORP.

WWW.DYNATECHENGINEERING.COM

PERCOLATION TEST ACCORDING TO S.F.W.M.D. D.O.T. STANDARD TEST

DATE : January 18, 2018
 CLIENT : CITY OF MIAMI SPRINGS
 PROJECT : Senior Center @
 PROJECT LOCATION : 343 Payne Drive, Miami springs, FL
 LOCATION OF TEST : SAS
 DIAMETER OF HOLE : 7"
 TEST NO. : P-2

TEST DEPTH (feet) 0-15'
 AVERAGE FLOW (GPM) 4.5
 AVERAGE K (CFS/Sq. Ft-Ft Head) 1.76x10⁻⁴

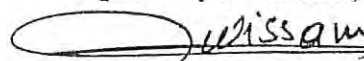
* The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test.

Water Table 5'-6" Below existing ground surface.

SUBSURFACE INVESTIGATION

<u>Depth Below Ground Surface</u>	<u>Soil Description</u>
0'-0" to 0'-6"	Topsoil and grass
0'-6" to 1'-6"	Dark brown medium sand w/organic stain
1'-6" to 3'-6"	Tan fine sand w/rock fragments
3'-6" to 4'-6"	Muck
4'-6" to 5'-6"	Dark brown mucky sand
5'-6" to 6'-0"	Tan medium sand
6'-0" to 7'-0"	Tan very sandy limerock
7'-0" to 11'-0"	Tan sandy limerock
11'-0" to 15'-0"	Tan very sandy limerock

Respectfully submitted,


 Wissam Naamani, P. E.
 DYNATECH ENGINEERING CORP
 Florida Reg. No. 39584
 Certificate of Authorization No.: CA 5491

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PERCOLATION TEST ACCORDING TO S.F.W.M.D. D.O.T. STANDARD TEST

DATE : January 18, 2018
 CLIENT : CITY OF MIAMI SPRINGS
 PROJECT : Senior Center @
 PROJECT LOCATION : 343 Payne Drive, Miami springs, FL
 LOCATION OF TEST : SAS
 DIAMETER OF HOLE : 7"
 TEST NO. : P-3

TEST DEPTH (feet) 0-15'
 AVERAGE FLOW (GPM) 4.8
 AVERAGE K (CFS/Sq. Ft-Ft Head) 1.88x10⁻⁴

* The above hydraulic conductivity represents an ultimate value. The designer should decide on the required safety factor. This value is based on the existing soils at the location of the test.

Water Table 5'-6" Below existing ground surface.

SUBSURFACE INVESTIGATION

<u>Depth Below Ground Surface</u>	<u>Soil Description</u>
0'-0" to 0'-6"	Topsoil and grass
0'-6" to 1'-0"	Gray medium sand
1'-0" to 3'-0"	Light tan medium sand w/rock fragments
3'-0" to 5'-0"	Muck
5'-0" to 5'-6"	Brown medium sand
5'-6" to 6'-6"	Tan medium sand
6'-6" to 7'-6"	Tan very sandy limerock
7'-6" to 12'-0"	Tan sandy limerock
12'-0" to 14'-0"	Tan medium sand w/rock fragments
14'-0" to 15'-0"	Tan medium sand

Field Tech: A.S.

Respectfully submitted,

Wissam Naamani, P. E.
 DYNATECH ENGINEERING CORP.
 Florida Reg. No. 39584

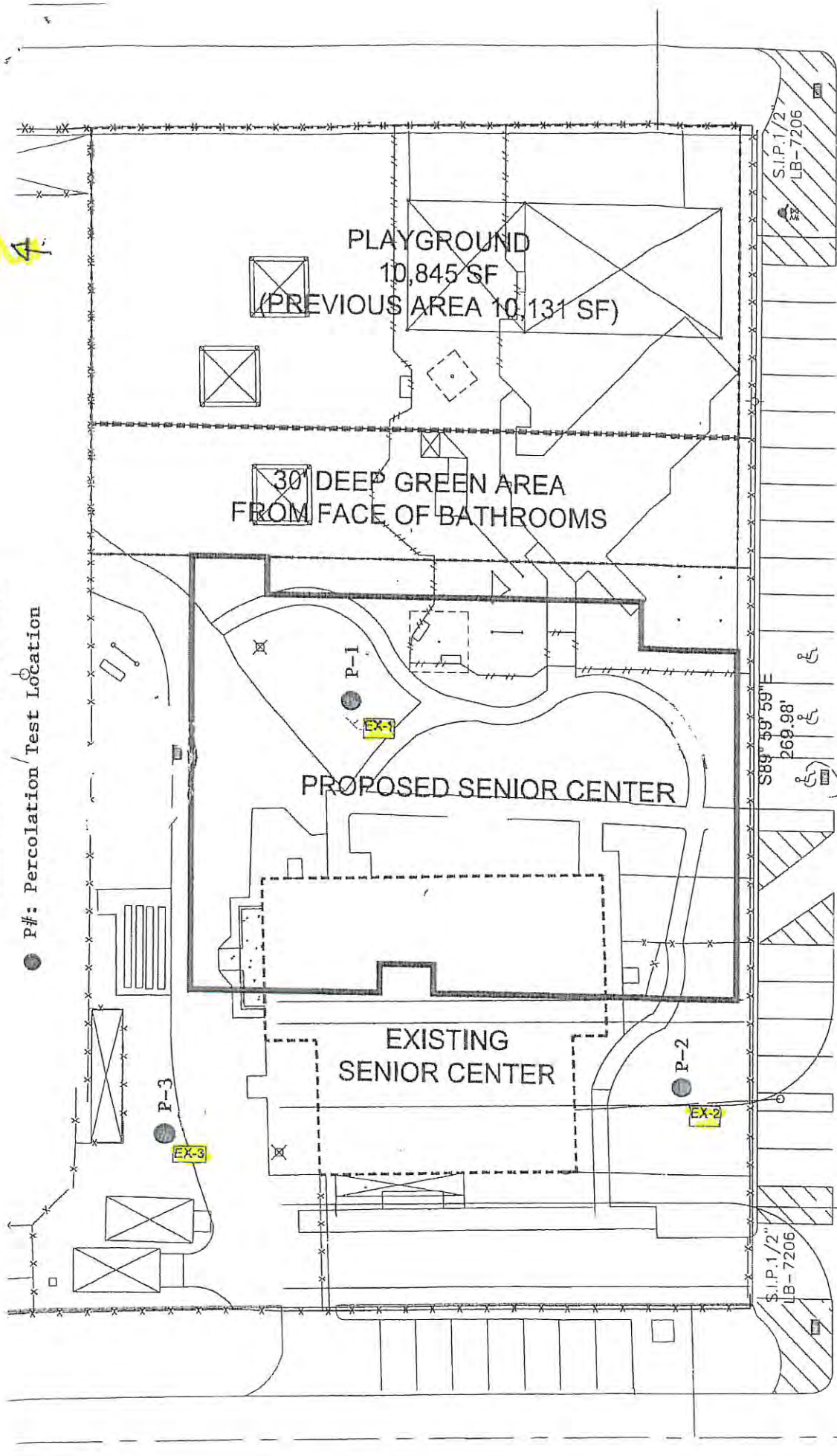
Certificate of Authorization No.: CA 5491

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SITE PLAN

DYNATECH ENGINEERING CORPORATION

● P#: Percolation Test Location



PYNE DRIVE
20' ASPHALT PAVEMENT

S.I.P. 1/2"
LB-7206

589' 59" 59"E
269.98'

S.I.P. 1/2"
LB-7206

GENERAL NOTES

Soil borings on unmarked vacant property should be considered preliminary with further boring(s) to be drilled after building pad(s) are staked out.

Soil borings on existing structures that are to be demolished should be considered preliminary and additional borings would need to be performed after the structure(s) has been demolished and proposed new building staked out.

As a mutual protection to clients, the public and ourselves, all reports are submitted as confidential property of clients, and authorization for publication of statements, conclusions, extracts from or regarding our reports is reserved pending our written approval.

KEY CLASSIFICATION & SYMBOLS

Correlation of Penetration Resistance With Relative Density and Consistency

	<u>Cone Penetration Tests (Kg/cm²)</u>	<u>Standard Penetration (Blows/ft.)</u>	<u>Relative Density</u>
Sands	0-16	0-4	Very Loose
	17-40	5-10	Loose
	41-80	11-20	Firm
	81-120	21-30	Very Firm
	Over 120	31-50	Dense
Silts & Clay	0-3	0-2	Very Loose
	4-9	3-4	Soft
	10-17	5-8	Firm
	18-31	9-15	Stiff
	32-60	16-30	Very Stiff
	Over 60	31-50	Hard

	<u>Particle Size</u>
Boulders	> 12 in.
Cobble	3 in. to 1 in.
Gravel	4.76 mm to 3in.
Sand	0.07 mm to 4.67 mm.
Silt	0.005 mm. to 0.074 mm
Clay	< 0.005 mm

	<u>Modifiers</u>
5% - 10 %	Slightly Silty or Clayey
10% - 30%	Silty or Clayey
30% - 50%	Very Silty or Very Clayey
0% - 5%	Slightly Trace
6% - 10%	Trace
11% - 20%	Little
21% - 35%	Some
> 35% And	

Rock Hardness Description

Soft	Rock core crumbles when handled
Medium	Can break with your hands.
Moderate Hard	Thin edges or rock core can be broken with fingers
Hard	Thin edges or rock core cannot be broken with fingers
Very Hard	Rock core rings when struck with hammer (cherts)

APPENDIX C

Trench Capacity Calculation

**South Florida Water Management District
 Ex-filtration Trench Calculations
 Project = Miami Springs Prince Field Drainage Improvement**

5 YR - 24 Hours (P = 7 inches)

DESIGN PARAMETERS

$$L = \frac{V}{K (HW + 2HD_u - Du + 2HD_s) + (1.39 \times 10) Wdu}$$

- L = Length of Trench (feet)
- K = Hydraulic Conductivity (CFS/SF-FT HEAD)
- V = Volume Treated (Acre-inches)
- W = Trench Width (Feet)
- Du = Un-saturated Trench Depth (feet)
- H = Depth to Water Table (feet)
- Ds = Saturated Trench Depth (Feet)

EXFILTRATION TRENCH

Grate elevation =	6.1	
Structure invert elevation =	-9	
Design Water Table elevation (SHWT) =	2	
Weir elevation =		
Trench Width (W) =	5	
Volume treated (V) (ac-in) =	0.6798	
Hydraulic Conductivity (K)=	0.0001893	
Depth to Water table (H) =	4.1	
Saturated Trench Depth (Ds)=	11	
Unsaturated Trench Depth (Du)=	3.5	
Length of Trench required =		26
S.f. = 2		51
Length of Trench provided =		51

ATTACHMENT B

Site Plans for Prince Field Drainage Improvements

SITE PLANS FOR PRINCE FIELD DRAINAGE IMPROVEMENTS

343 PAYNE DRIVE
MIAMI SPRINGS, FLORIDA 33166



VICINITY MAP
N.T.S.

CITY OF MIAMI SPRINGS, FLORIDA
SECTION 24 , TOWNSHIP 53 SOUTH, RANGE 40 EAST

NOTES:

1. ALL CONSTRUCTION MUST MEET ALL CITY OF MIAMI SPRINGS CODES AND LAND DEVELOPMENT REGULATIONS.
2. ALL OTHERS PERMITS REQUIRED FOR THIS PROJECT MUST BE OBTAINED. A FLORIDA DEP NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER AN NPDES PERMIT MUST BE FILED WITH FLORIDA DEP FOR ALL SITES WHICH ARE ONE (1) ACRE AND GREATER.
3. CERTIFICATION OF COMPLETION FROM THE ENGINEERING OF RECORD TO BE SUBMITTED TO THE CITY PRIOR TO C.O.

LEGAL DESCRIPTION:

LOTS 1 THRU 8 AND LOTS 11, 13 ,15 AND LOTS 18 THRU 21, LOT 23 AND LOTS 26 THRU 31 OF GOLF COURSE ADDITION TO THE TOWN OF HIALEAH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8 PAGE 91 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA
AND
TRACTS A-B-C-D OF BLOCK 11 OF REVISED PLAT OF GOLF COURSE ADDITION TO THE TOWN OF HIALEAH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34 PAGE 38 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA
CONTAINING A NET AREA OF 3.59 ACRES MORE OR LESS

CLIENT

CITY OF MIAMI SPRINGS
201 WESTWARD DRIVE
MIAMI SPRINGS, FLORIDA 33166
PHONE: 305-805-5035

ENGINEER

BERMELLO AJAMIL & PARTNERS, INC
2601 SOUTH BAYSHORE DRIVE, 3RD FLOOR
MIAMI FLORIDA, 33133
PHONE: 305-859-7835
CONTACT: MARIA ZAPATA, P.E.

SOIL CONSULTANT

DYNATECH ENGINEERING CORP.
750 WEST 84th STREET
HIALEAH, FLORIDA 33014
PHONE: 305-828-7499
CONTACT: WISSAM NAAMANI, P.E.

PERMITTING AGENCIES

BUILDING DEPARTMENT
201 WESTWARD DRIVE, 2nd FLOOR
MIAMI SPRINGS, FLORIDA 33166
PHONE: 305-808-5030

STORM WATER
MIAMI-DADE COUNTY DERM
701 NW 1ST COURT
MIAMI, FLORIDA 33136
PHONE: 305-372-8681
CONTACT: CAMILO IGNACIO

PUBLIC WORKS DEPARTMENT
345 NORTH ROYAL POINCIANA BLVD.
MIAMI SPRINGS, FLORIDA 33166
PHONE: 305-805-5170

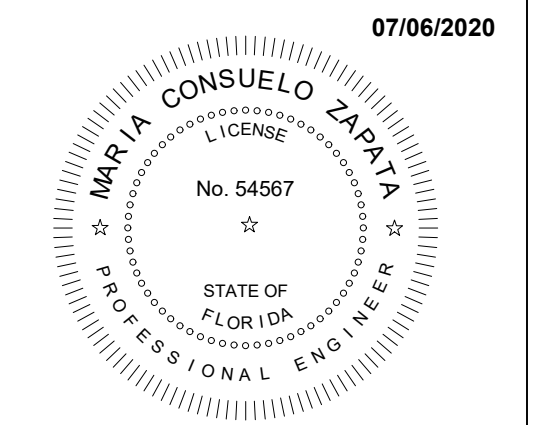
CIVIL PLAN INDEX

- C-0 COVER SHEET
- C-1 GENERAL NOTES
- C-2 DEMOLITION PLAN
- C-3 EROSION CONTROL PLAN
- C-4 EROSION CONTROL NOTES & DETAILS
- C-5 PAVING, GRADING AND DRAINAGE PLAN
- C-6 DRAINAGE DETAILS

(X) = NOT INCLUDED IN THIS SUBMITTAL



BERMELLO AJAMIL AND PARTNERS, INC.
2601 S BAYSHORE DRIVE, SUITE 1000
MIAMI, FL 33133
TEL: 305-859-2050
WWW.BERMELLOAJAMIL.COM



MARIA C. ZAPATA
FL P.E. No. 54567
FLORIDA LICENSED PROFESSIONAL ENGINEER
This item has been digitally signed and sealed by Maria C. Zapata, P.E. on the date adjacent to the seal.
Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PERMIT SET

REVISIONS:

PROJECT NAME:

PRINCE FIELD DRAINAGE IMPROVEMENTS

PROJECT ADDRESS:

343 PAYNE DRIVE
MIAMI SPRINGS, FL 33166



PROJECT NUMBER: 17069

SCALE: AS NOTED

DATE: 07-06-2020

SHEET NAME:

COVER SHEET

SHEET NUMBER:

C-0

GENERAL PROVISIONS

- 1. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS.
- 4. ALL CONSTRUCTION PROJECTS 1 OR MORE ACRES IN SIZE THAT DISCHARGE TO OFFSITE AREAS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE GENERAL PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES...

SITE PREPARATION

- 1. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THE PROPERTY RIGHT-OF-WAY AND EASEMENTS AS INDICATED ON THE DRAWINGS.
- 3. PROTECT ALL TREES AND SHRUBS LOCATED OUTSIDE THE RIGHT-OF-WAY, EASEMENTS, AND OWNER SECURED PROPERTY, PARTICULARLY THOSE TREES AND SHRUBS LOCATED ADJACENT TO WORK AREAS.

GRADING

- 1. GRADING SHOWN ON THESE PLANS ARE PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL BE EXPECTED TO GRADE THE ENTIRE SITE TO THE GRADING INDICATED ON THE DRAWINGS.
- 2. ALL PAVING SURFACES IN INTERSECTIONS AND ADJACENT SECTIONS SHALL BE GRADED TO DRAIN PROPERLY AND TO PROVIDE A SMOOTHLY TRANSITIONED, DRIVING SURFACE FOR VEHICLES WITH NO SHARP BENCHES, AND NO UNUSUAL VERTICAL CURVES OR SLOPES.

EXCAVATION, TRENCHING, AND FILL

- 1. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (FS 563.00-563.64).
- 2. ROUGH EXCAVATE AND GRADE ANY PROPOSED STORMWATER PONDS AT THE START OF SITE GRADING ACTIVITIES.
- 3. POND CONSTRUCTION SHALL RESULT IN THE FINISHED POND HAVING SIDE SLOPES AND DIMENSIONS THAT ARE IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS.

UTILITY SEPARATION REQUIREMENTS

- 1. THE HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER, STORM SEWER, WASTEWATER FORCE MAINS, STORMWATER FORCE MAINS, RECLAIMED WATER MAINS AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
- A. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF THREE FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, VACUUM TYPE SANITARY SEWER AND RECLAIMED WATER MAIN.

PRECAST STRUCTURES AND APPURTENANCES

- 1. ALL MANHOLES SHALL BE PRECAST CONSTRUCTION. THE MINIMUM SIZE DIAMETER OF MANHOLES SHALL BE 48" FOR SEWER LINES 24" IN DIAMETER OR LESS.
- 2. BASES SHALL BE ONE-PIECE PRECAST BASE SECTIONS CONSISTING OF INTEGRALLY CAST SLAB, BOTTOM RING, SECTION AND CONCRETE FLOW CHANNELS.
- 3. RISERS SHALL BE PRECAST REINFORCED CONCRETE PER ASTM C478, MANUFACTURED USING SULFATE RESISTANT CEMENT (ASTM C150, TYPE I).

STORM SEWER SYSTEMS

- 1. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE (RCP) UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
- 2. RCP PIPE SHALL NOT BE SHIPPED FROM MANUFACTURER UNTIL THE COMPRESSIVE STRENGTH OF THE PIPE HAS REACHED 4000 PSI AND A MINIMUM OF 5 DAYS HAVE PASSED SINCE THE MANUFACTURING OR REPAIR OF THE PIPE HAS BEEN COMPLETED.

PAVING, SIDEWALKS, AND CURBING

- 1. MATERIALS AND CONSTRUCTION METHODS FOR THE ROADWAY AND PAVING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- 2. ROADWAY PAVING, BASE, AND SUBGRADE THICKNESSES SHALL BE IN ACCORDANCE WITH DETAILS ON THESE DRAWINGS.
- A. TYPE I ASPHALTIC CONCRETE, MINIMUM STABILITY 1500 LBS, COMPACTED TO A MINIMUM OF 96% OF THE MARSHALL DESIGN DENSITY, FOR OFFSITE PAVEMENT USE TYPE 'B' PAVEMENT PER THE FOOT STANDARDS AND SPECIFICATIONS.

AS-BUILT DRAWING REQUIREMENTS

- 1. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER THREE WEEKS PRIOR TO FINAL INSPECTION.
- 2. AT THE COMPLETION OF THE WORK, DELIVER THE DRAWINGS DOCUMENTING AS-BUILT INFORMATION, MEASURED BY A LICENSED SURVEYOR, TO THE ENGINEER, IN GOOD CONDITION AND FREE FROM ANY EXTRANEOUS NOTATION.
- A. HORIZONTAL LOCATIONS AND VERTICAL ELEVATIONS FOR ALL UTILITY AND STORM STRUCTURES INCLUDING, BUT NOT LIMITED TO, MANHOLES, INLETS AND CLEANOUTS, INCLUDING STRUCTURE TOP AND INVERT ELEVATIONS.

EROSION AND SEDIMENT CONTROL

- 1. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 2. MAINTAIN TEMPORARY EROSION CONTROL SYSTEMS AS DIRECTED BY OWNER OR GOVERNING AUTHORITIES TO CONTROL EROSION AND SILTATION DURING LIFE OF CONTRACT.
- 3. CONTRACTOR SHALL RESPOND TO EROSION AND SEDIMENT CONTROL, MAINTENANCE REQUIREMENTS OR IMPLEMENT ADDITIONAL MEASURES TO CONTROL EROSION ORDERED BY OWNER OR GOVERNING AUTHORITIES WITHIN 48 HOURS OR SOONER IF REQUIRED AT NO ADDITIONAL COST TO THE OWNER.

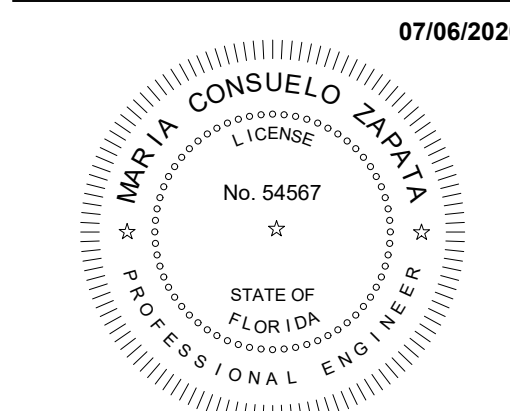
TRAFFIC CONTROL

- 1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A MAINTENANCE OF TRAFFIC (M.O.T.) PLAN PRIOR TO CONSTRUCTION.
- 2. ALL CONSTRUCTION SIGNING AND MARKINGS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH FOOT INDEX NO. 600 AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 3. INSPECT TRAFFIC CONTROL DEVICES ON A DAILY BASIS TO ENSURE PLACEMENT OF BARRICADES AND FUNCTION OF LIGHTS IS MAINTAINED THROUGHOUT CONSTRUCTION.

ARCHITECTURE, CIVIL, LANDSCAPE & INTERIOR DESIGN:



BERMELLO AJAMIL AND PARTNERS, INC.
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MARIA C. ZAPATA
FL P.E. No. 54567
FLORIDA LICENSED PROFESSIONAL ENGINEER

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REVISIONS:

PROJECT NAME:
PRINCE FIELD DRAINAGE IMPROVEMENTS

PROJECT ADDRESS:
343 PAYNE DRIVE
MIAMI SPRINGS, FL 33166

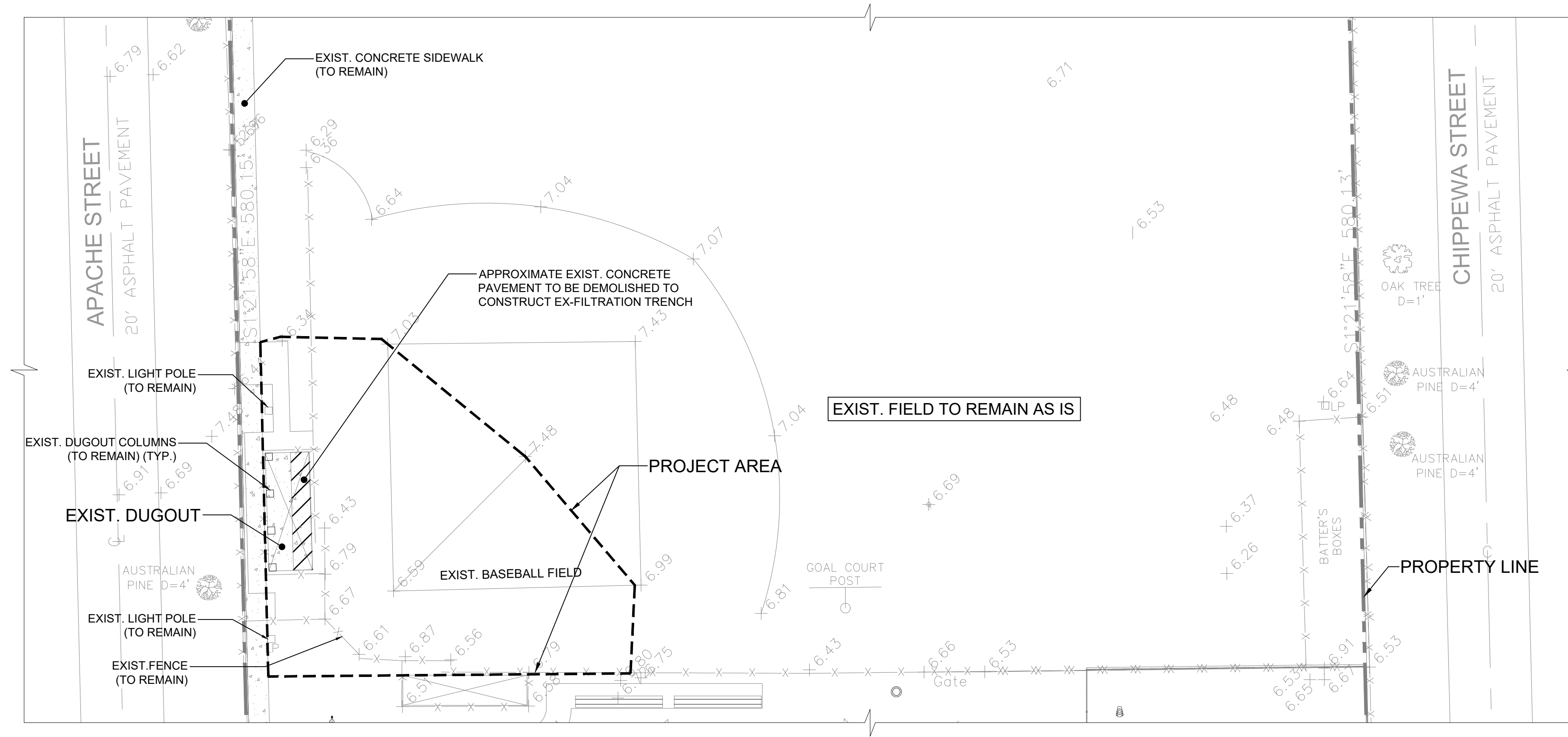


PROJECT NUMBER: 17069
SCALE: AS NOTED
DATE: 07-06-2020
SHEET NAME:

GENERAL NOTES

SHEET NUMBER:

C-1



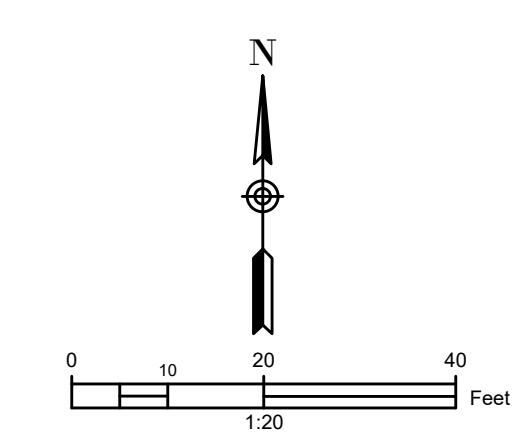
DEMOLITION NOTES

1. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION, AND EQUIPMENT REQUIRED FOR THE ORDERLY DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, PAVEMENT AND UTILITIES AS SHOWN ON THE DRAWINGS AND DESCRIBED HEREIN.
2. DEMOLITION SHALL BE CONDUCTED AS SHOWN ON CONSTRUCTION DRAWINGS AND SHALL MEET APPLICABLE FEDERAL, STATE AND LOCAL CODES AND REGULATIONS.
3. THE CONTRACTOR SHALL COORDINATE DEMOLITION OF UTILITIES WITH UTILITY COMPANIES, GIVING THEM NOTICE OF REMOVAL OF SERVICE LINES AND CAPPING LINES WHEN NECESSARY.
4. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.
5. THE CONTRACTOR IS REQUIRED TO FAMILIARIZE HIMSELF WITH THE STRUCTURES TO BE DEMOLISHED. A BRIEF DESCRIPTION OF THE STRUCTURES IS INCLUDED FOR THE CONTRACTOR'S CONVENIENCE ONLY.
6. THE DEMOLITION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: PAVEMENTS, BUILDINGS, SIGNS, UTILITIES, SIDEWALKS, TREES, STRUCTURES AND MISCELLANEOUS APPURTENANCES. UTILITY DEMOLITION INCLUDES ABOVE GROUND AND UNDERGROUND UTILITIES.
7. THE CONTRACTOR SHALL PRESERVE ANY BENCHMARKS LOCATED ON THE SITE.
8. PROVIDE ADEQUATE PROTECTION FOR PERSONS AND PROPERTY AT ALL TIMES. EXECUTE THE WORK IN A MANNER TO AVOID HAZARDS TO PERSONS AND PROPERTY AND PREVENT INTERFERENCE WITH THE USE OF AND ACCESS TO ADJACENT BUILDINGS, STREETS AND SIDEWALKS SHALL NOT BE BLOCKED BY DEBRIS AND EQUIPMENT.
9. WET DOWN DEBRIS DURING DEMOLITION AND LOADING OPERATIONS TO PREVENT THE SPREAD OF DUST.
10. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING THE DEMOLITION/EXCAVATION PROCESS.
11. DISPOSAL:
 - A. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL AND DISPOSING IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES, OF ALL STRUCTURES, PARKING, DRIVES, DRAINAGE, STRUCTURES, UTILITIES, ETC. SUCH THAT THE IMPROVEMENTS SHOWN ON THE PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACT FILL MATERIAL.
 - B. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
12. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING BUILDINGS AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES AND THE CONSTRUCTION OF THE NEW DEVELOPMENT.
13. PERMITTING: IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY REQUIRED PERMITTING FOR DEMOLITION FROM RESPONSIBLE REGULATORY AGENCIES AND FULLY ACKNOWLEDGE AND COMPLY WITH ALL REQUIREMENTS PRIOR TO COMMENCING DEMOLITION WORK.
14. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE THE EXTENT OF DEMOLITION REQUIRED IN ORDER TO PERFORM THE CONTRACT WORK FOR THIS PROJECT. THE CONTRACTOR SHALL CONDUCT SITE VISITS AND SHALL EXAMINE ALL OF THE INFORMATION WITHIN THESE DOCUMENTS. ALL DISCREPANCIES AND/OR OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BID SUBMITTAL.
15. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
16. THE SITE SHALL BE LEFT CLEAN AFTER DEMOLITION WORK AND BE READY FOR FILLING AND COMPACTION OPERATIONS.

LEGEND

EXISTING PAVEMENT TO BE REMOVED

NOTE:
PRIOR TO DEMOLITION, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED



Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine 811.com

07/06/2020

MARIA C. ZAPATA
 FL P.E. No. 54567
 FLORIDA LICENSED PROFESSIONAL ENGINEER

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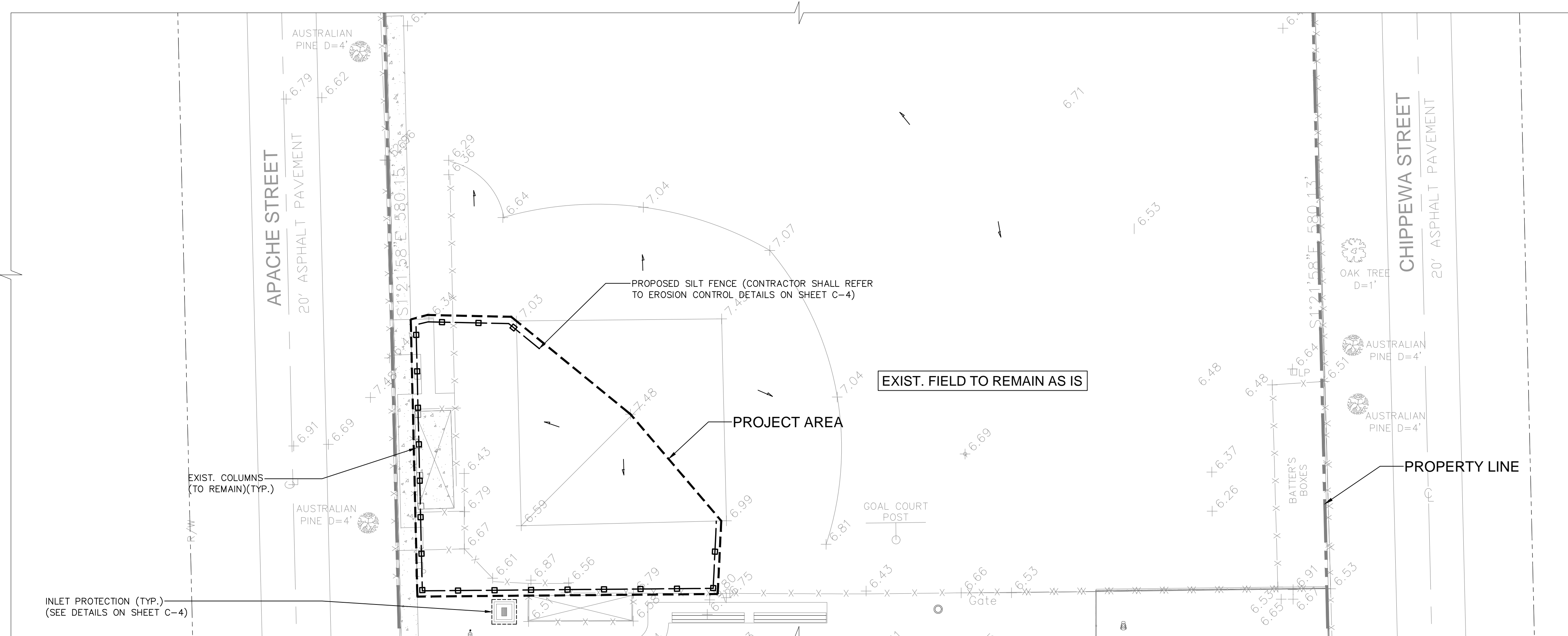
PROJECT NUMBER: 17069
SCALE: AS NOTED
DATE: 07-06-2020

SHEET NAME:
 DEMOLITION PLAN

SHEET NUMBER:
 C-2



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GENERAL EROSION & SEDIMENTATION CONTROL NOTES

- A. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THIS STORM WATER POLLUTION PREVENTION PLAN. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
- B. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- C. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
- D. CONTRACTOR TO LIMIT DISTURBANCE OF SITE IN STRICT ACCORDANCE WITH EROSION CONTROL SEQUENCING SHOWN ON THIS PLAN, OR AS REQUIRED BY THE APPLICABLE GENERAL PERMIT. NO UNNECESSARY OR IMPROPERLY SEQUENCED CLEARING AND / OR GRADING SHALL BE PERMITTED.
- E. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. CONTRACTOR SHALL CONSTRUCT TEMPORARY BERM ON DOWNSTREAM SIDES.
- F. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- G. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- H. DUST ON THE SITE SHALL BE MINIMIZED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- I. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGHOUT THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- J. ALL DENuded BARE AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE, MUST BE STABILIZED IMMEDIATELY UPON COMPLETION OF MOST RECENT GRADING ACTIVITY, WITH THE USE OF FAST-GERMINATING ANNUAL GRASS / GRAIN VARIETIES, STRAW / HAY MULCH WOOD CELLULOSE FIBERS, TACKIFIERS, NETTING OR BLANKETS.
- K. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED AS SHOWN ON THE PLANS. THESE AREAS SHALL BE SEEDED, SODDED, AND / OR VEGETATED IMMEDIATELY, AND NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND / OR LANDSCAPE PLAN.
- L. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO PREVENT TRACKING OF DIRT, DUST OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE ONLY USE INGRESS / EGRESS LOCATIONS AS PROVIDED.
- M. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- N. CONTRACTOR OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
- O. ON-SITE AND OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- P. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- Q. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION AND POLLUTANT DISCHARGE.
- R. GENERAL CONTRACTOR IS TO DESIGNATE / IDENTIFY AREAS ON THE SITE MAPS, INSIDE OF THE LIMITS OF DISTURBANCE, FOR WASTE DISPOSAL AND DELIVERY AND MATERIAL STORAGE.
- S. WHEN INSTALLATION OF SILT FENCE IS PERFORMED, THE CONTRACTOR SHALL STABILIZE THE DISTURBED AREA ALONG THE DOWNWARD SLOPE BY SEEDING OR MULCHING AS CONDITIONS WARRANT.

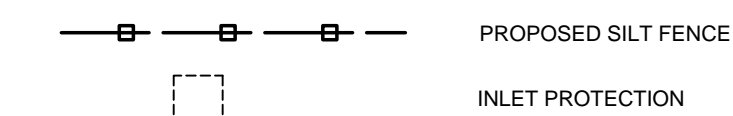
BMP MAINTENANCE EROSION NOTES

- 1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.
- 2. ALL SEEDED / SODDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED / RESODDED AS NEEDED.
- 3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
- 4. THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION EXITS AS CONDITIONS DEMAND.
- 5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.
- 6. OUTLET STRUCTURES SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
- 7. PRIOR TO LEAVING THE SITE, ALL VEHICLES SHALL BE CLEANED OF DEBRIS, AND DEBRIS AND I OR SEDIMENT REACHING THE PUBLIC STREET SHALL BE CLEANED IMMEDIATELY BY A METHOD OTHER THAN FLUSHING.

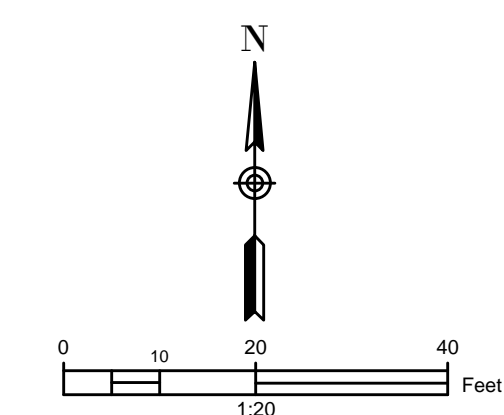
WASHING AREAS

VEHICLES SUCH AS CEMENT OR DUMP TRUCKS AND OTHER CONSTRUCTION EQUIPMENT SHOULD NOT BE WASHED AT LOCATIONS WHERE THE RUNOFF WILL FLOW DIRECTLY INTO A WATERCOURSE OR STORM WATER CONVEYANCE SYSTEM. SPECIAL AREAS SHOULD BE DESIGNATED FOR WASHING VEHICLES. THESE AREAS SHOULD BE LOCATED WHERE THE WASH WATER WILL SPREAD OUT AND EVAPORATE OR INFILTRATE DIRECTLY INTO THE GROUND, OR WHERE RUNOFF CAN BE COLLECTED IN A TEMPORARY HOLDING OR SEEPAGE BASIN. WASH AREAS SHOULD HAVE GRAVEL BASES TO MINIMIZE MUD GENERATION.

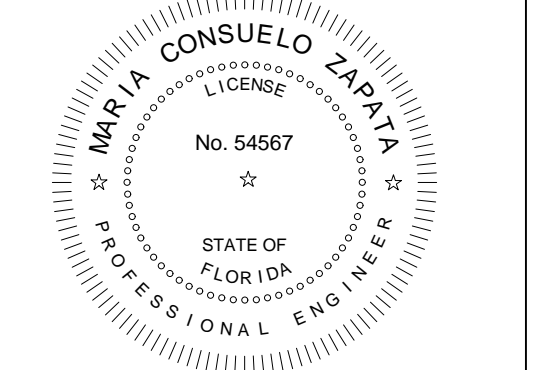
SYMBOLS LEGEND



NOTE:
CONTRACTOR IS RESPONSIBLE FOR THE DAY TO DAY OPERATIONAL CONTROLS OF ALL BMP'S ON-SITE



07/06/2020



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FLORIDA LICENSED PROFESSIONAL ENGINEER

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MIAMI SPRINGS, FL 33166



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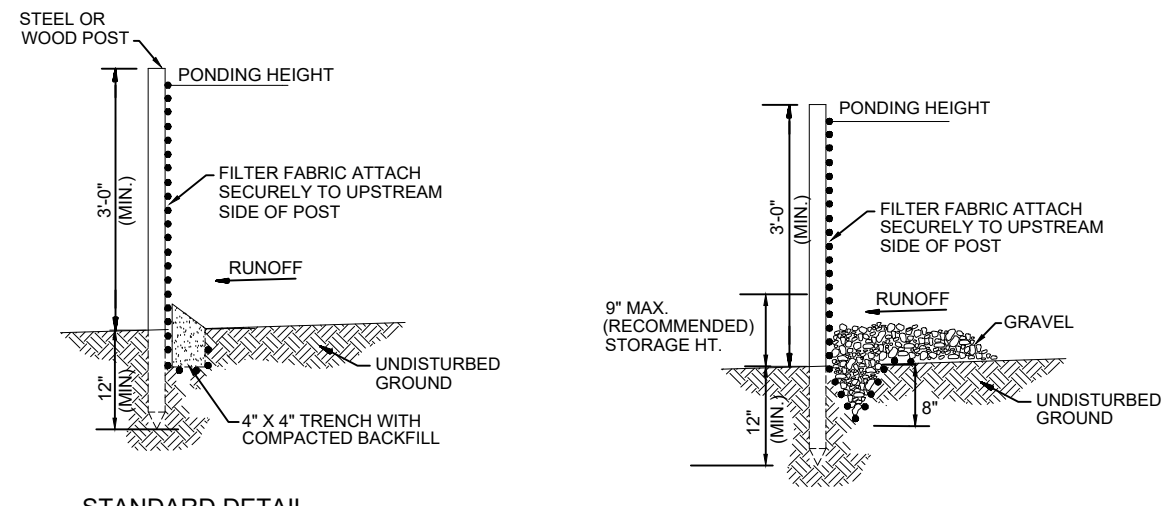
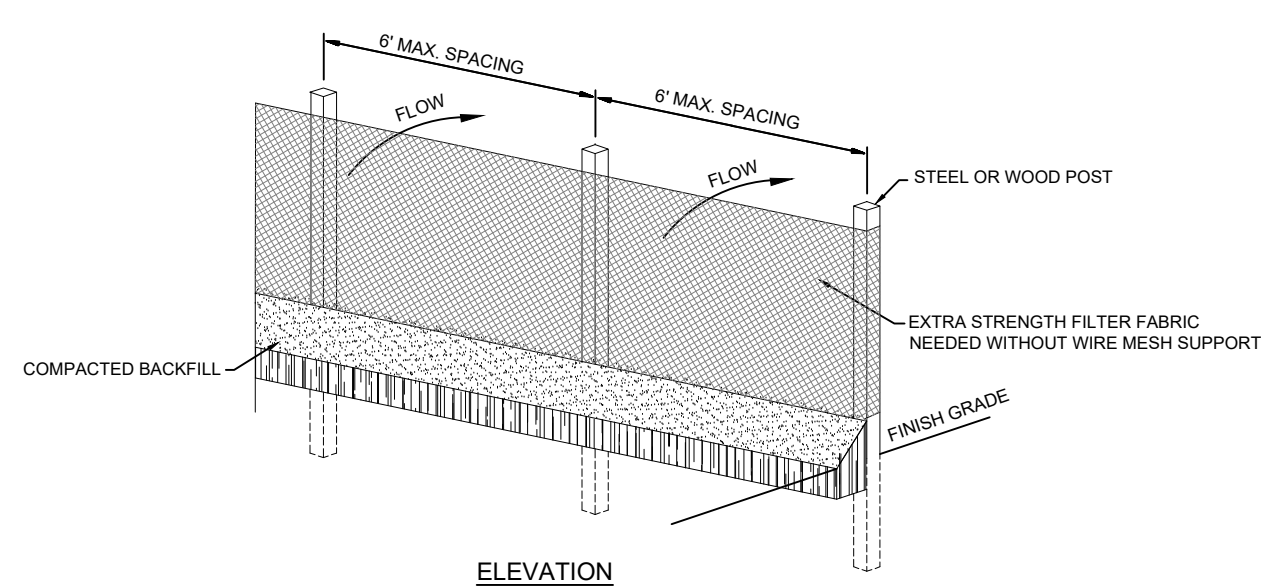
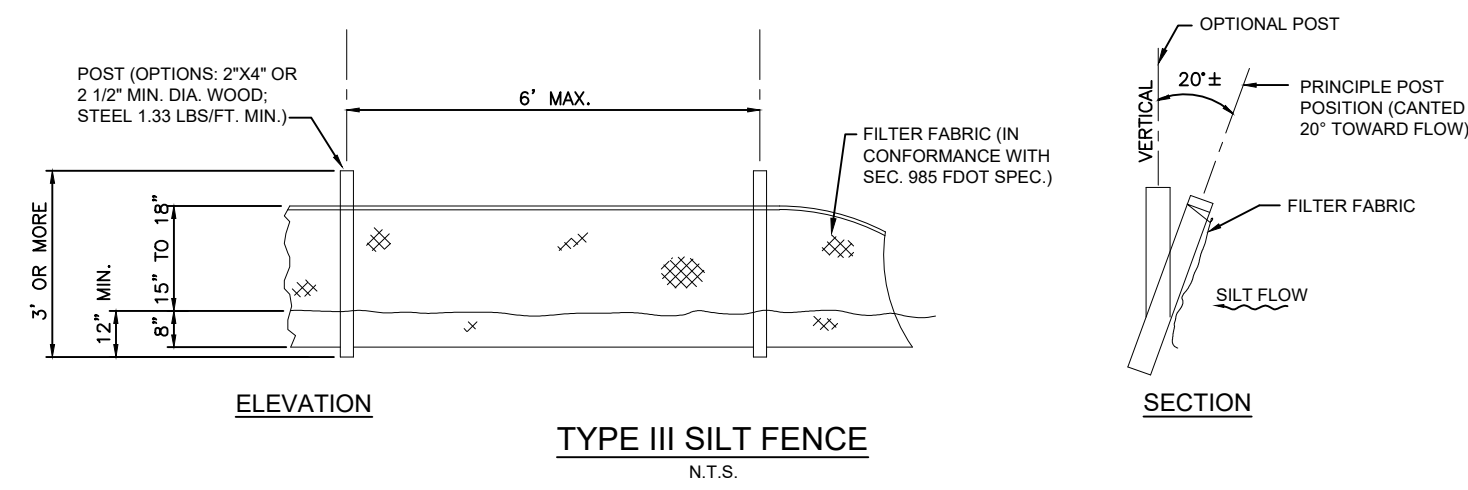
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SHEET NAME:

EROSION CONTROL PLAN

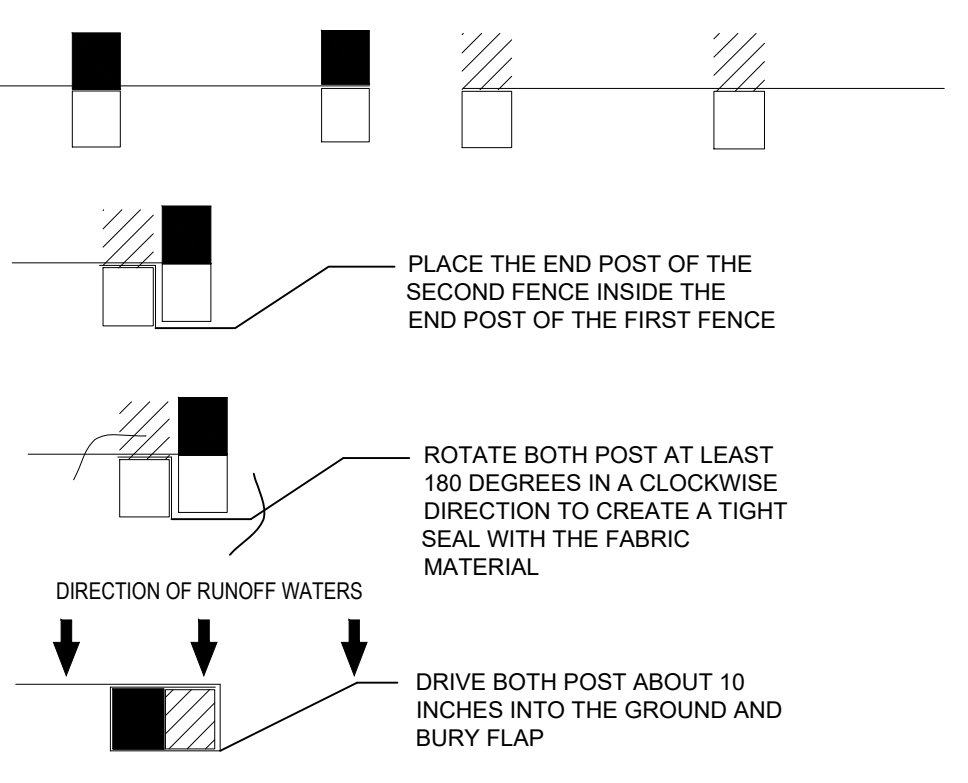
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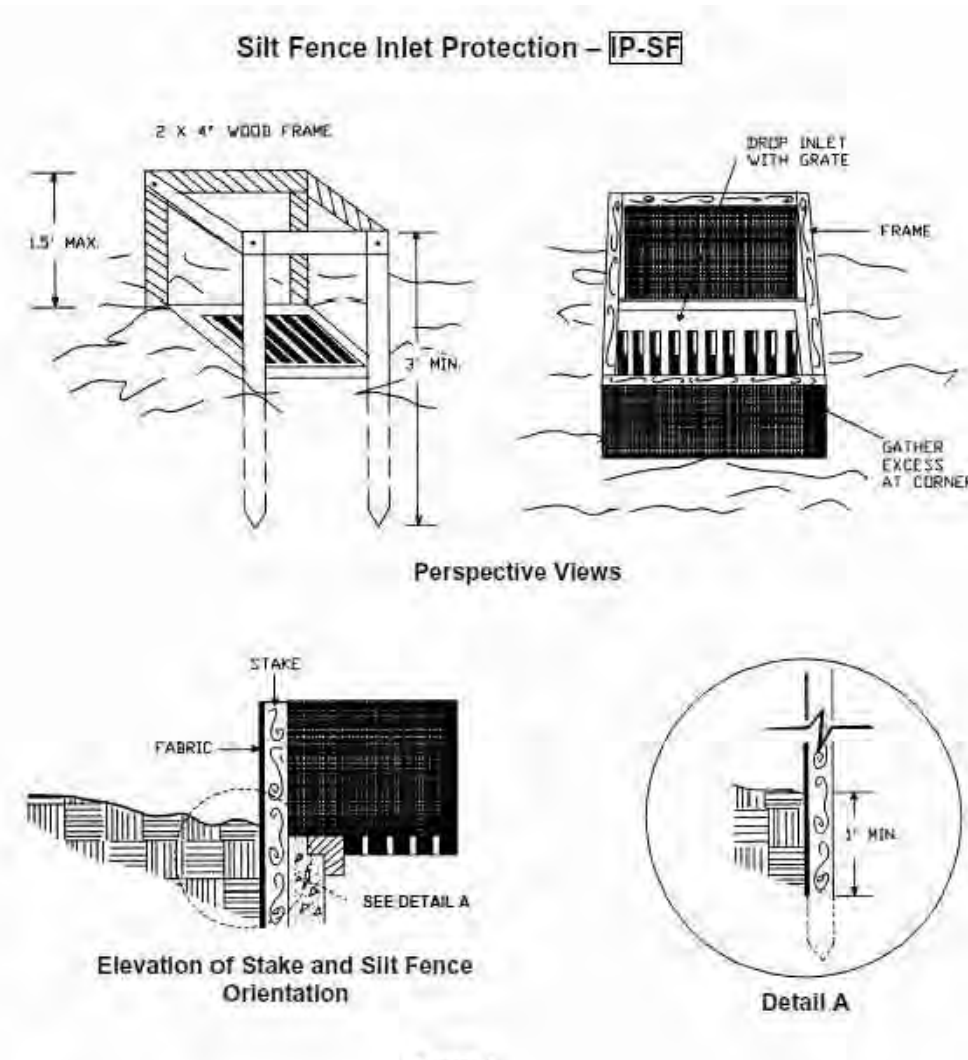


- NOTE:**
- INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY
 - REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED
 - SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY

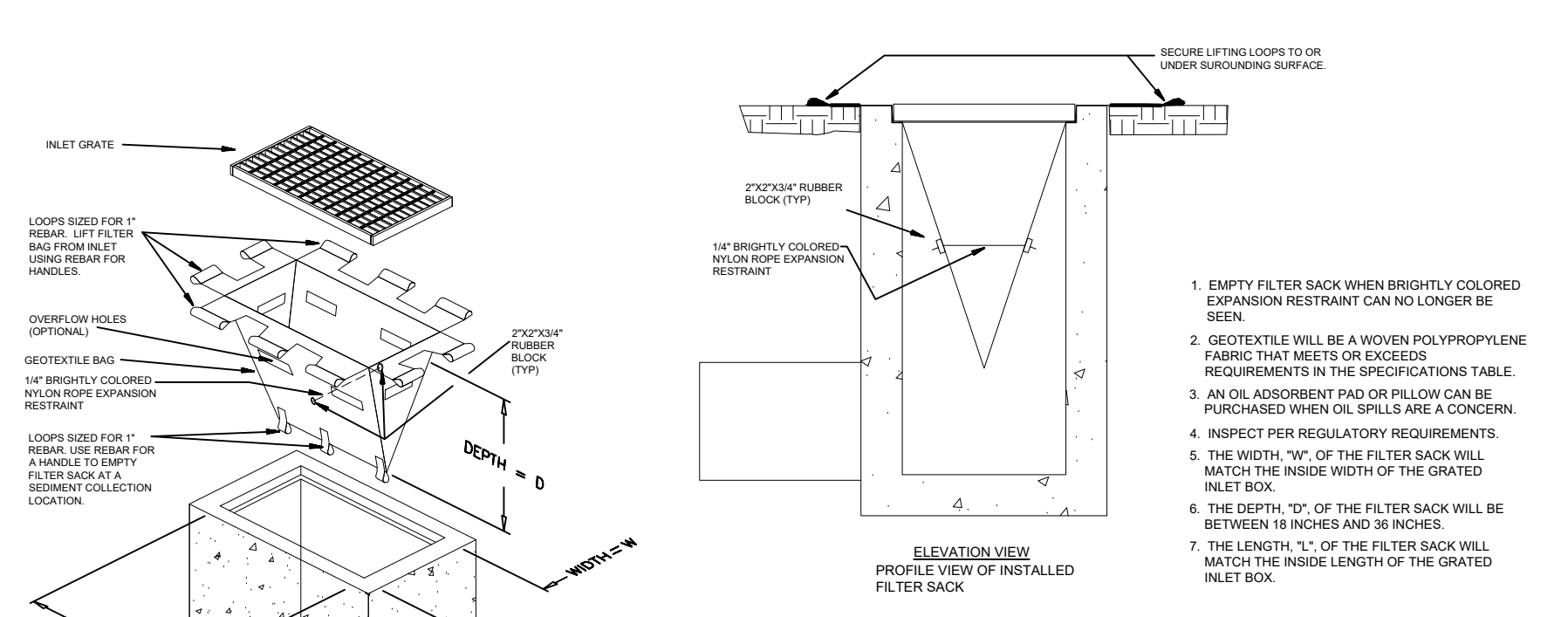
SILT FENCE
N.T.S.



ATTACHING TWO SILT FENCES
N.T.S.



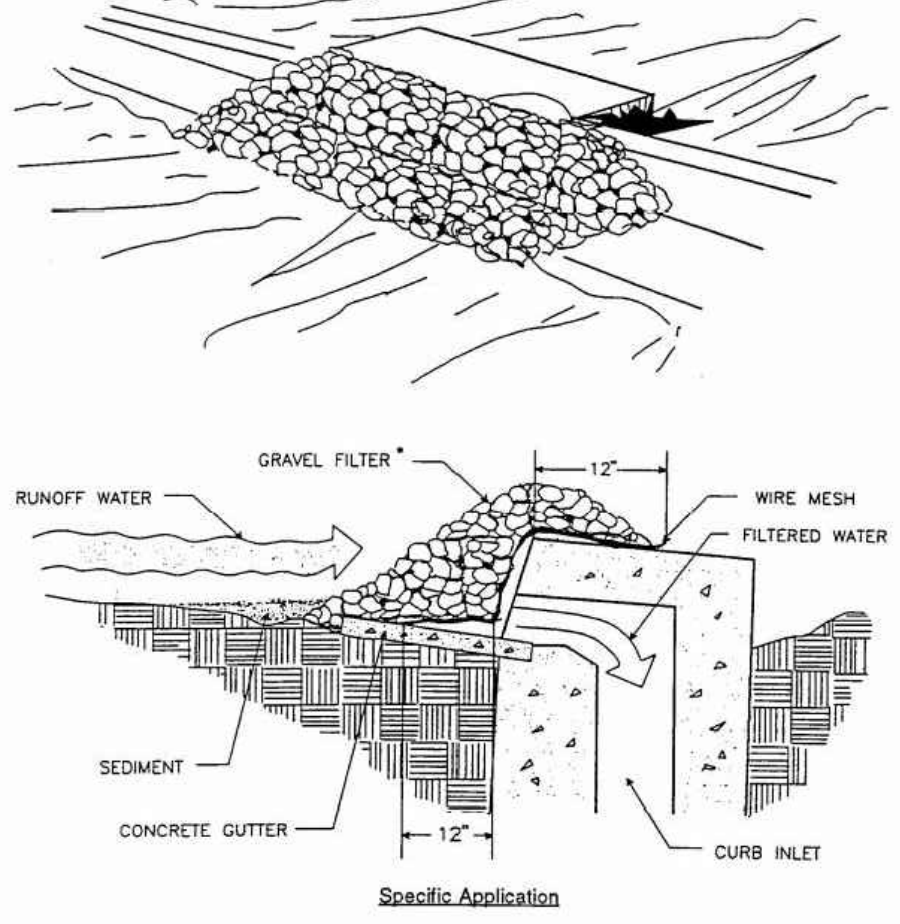
SILT FENCE INLET PROTECTION
N.T.S.



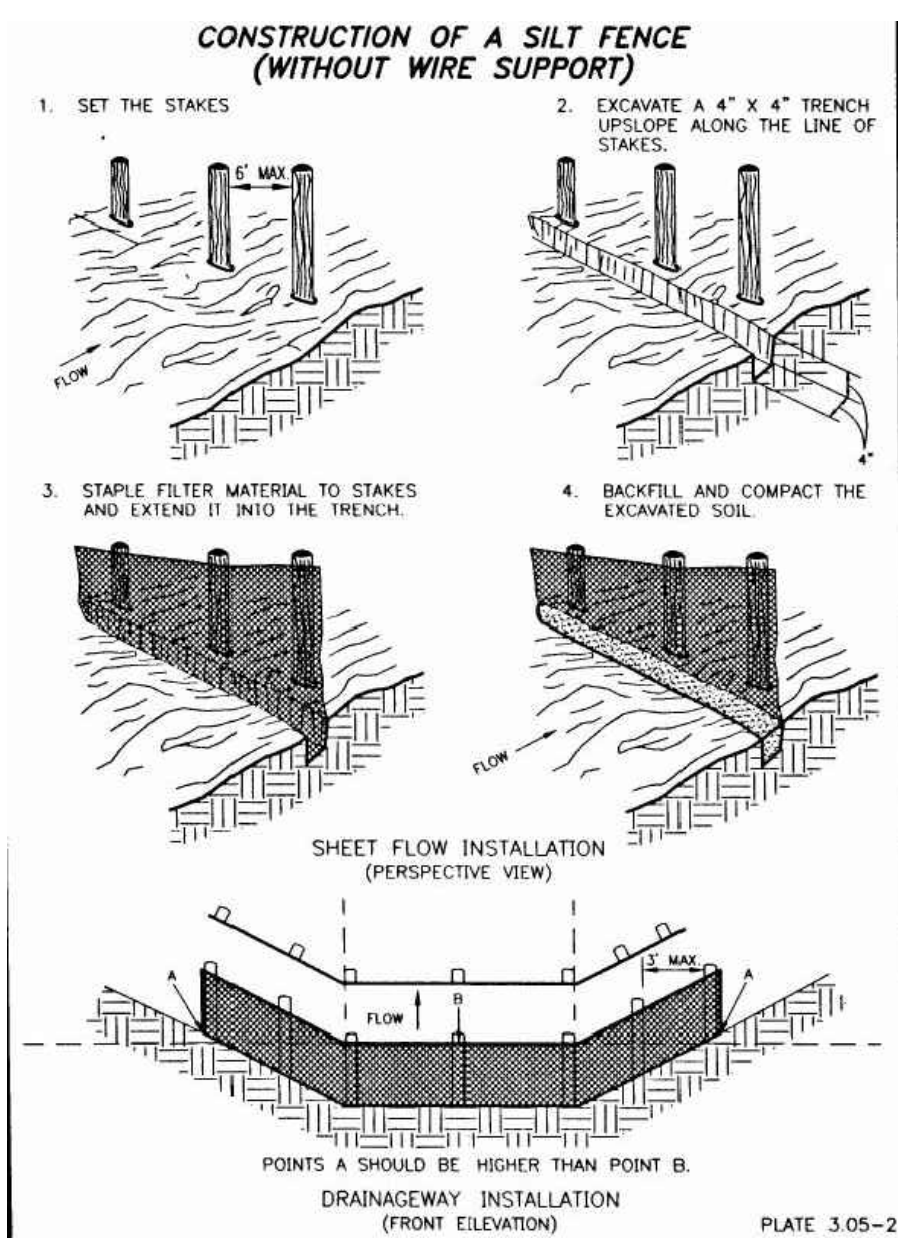
LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4652	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4652	20%
PUNCTURE	ASTM D-4833	120 LBS
MULLER BURST	ASTM D-3798	400 PSI
TRAPEZOID TEAR	ASTM D-4533	120 LBS
UV RESISTANCE	ASTM D-4395	80%
APPROXIMATE OPENING SIZE	ASTM D-4751	40 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/50 FT
PERMITTIVITY	ASTM D-4491	0.85 SEC -1

MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE		
PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4652	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4652	20%
PUNCTURE	ASTM D-4833	135 LBS
MULLER BURST	ASTM D-3798	420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS
UV RESISTANCE	ASTM D-4395	80%
APPROXIMATE OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/50 FT
PERMITTIVITY	ASTM D-4491	1.5 SEC -1

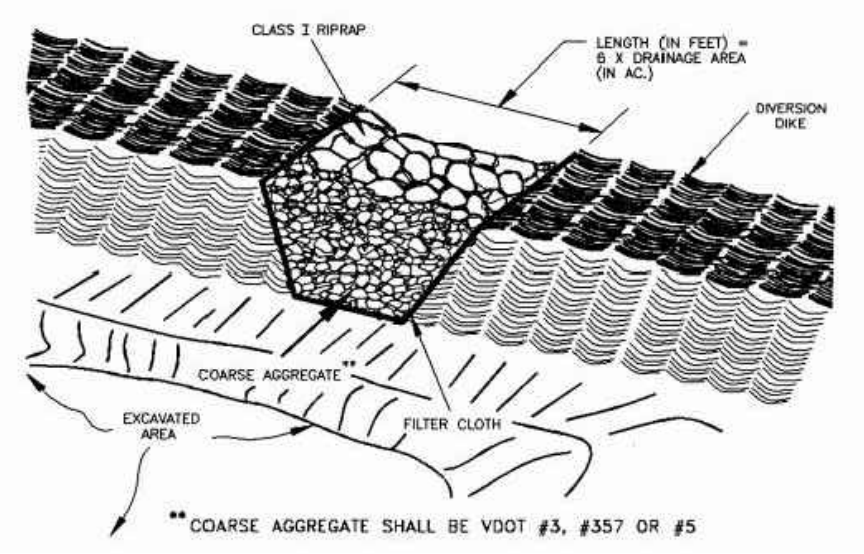
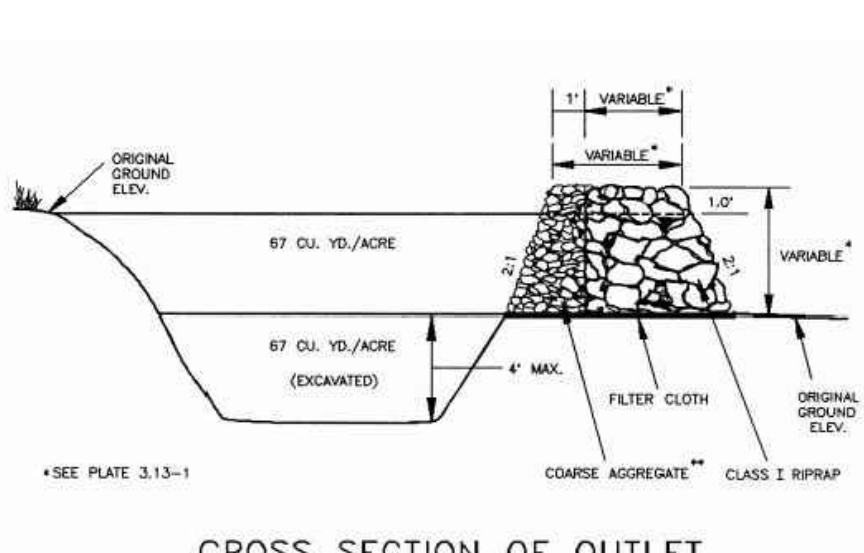
FILTER SACKS (GRADED INLETS)
N.T.S.



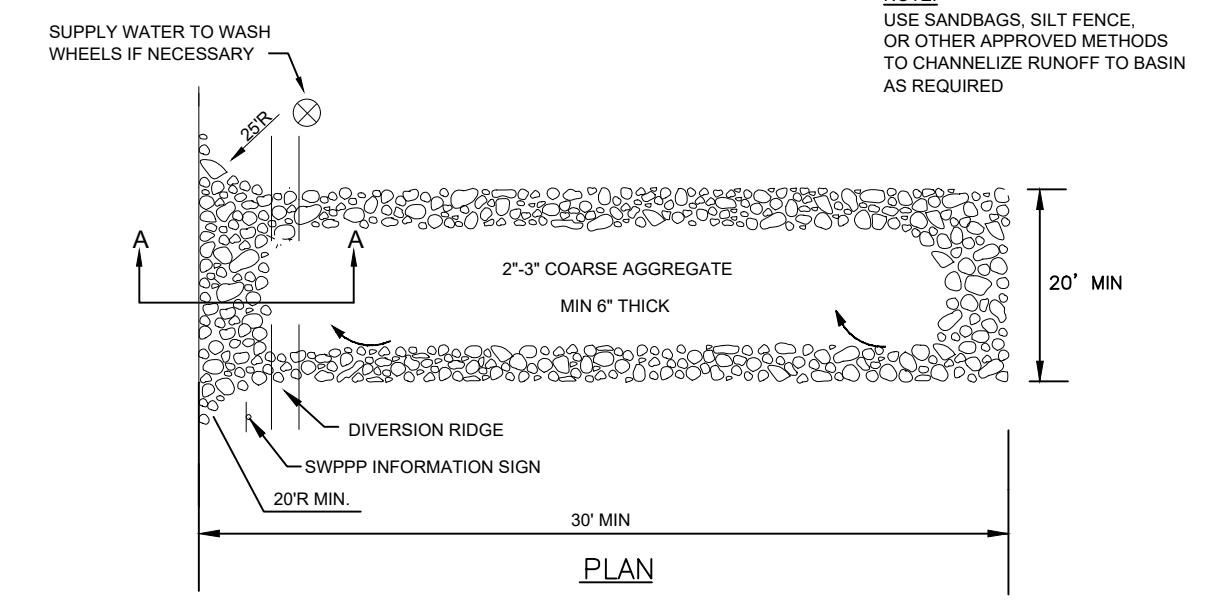
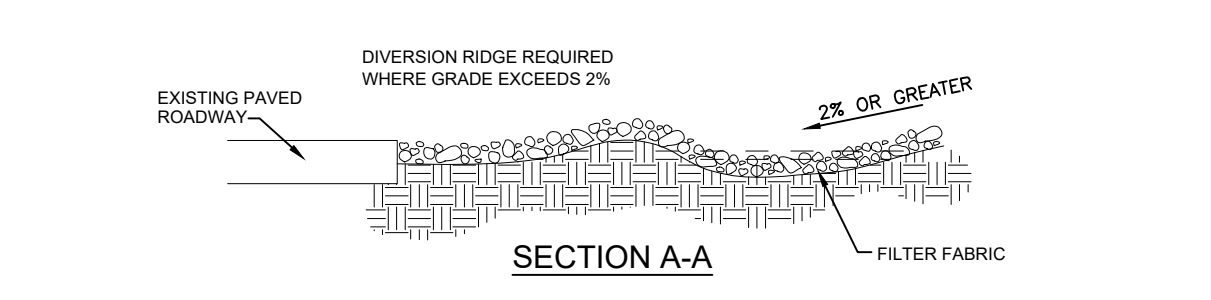
GRAVEL CURB INLET SEDIMENT FILTER
N.T.S.



SEDIMENTATION/SILT FENCE WITHOUT WIRE SUPPORT
N.T.S.

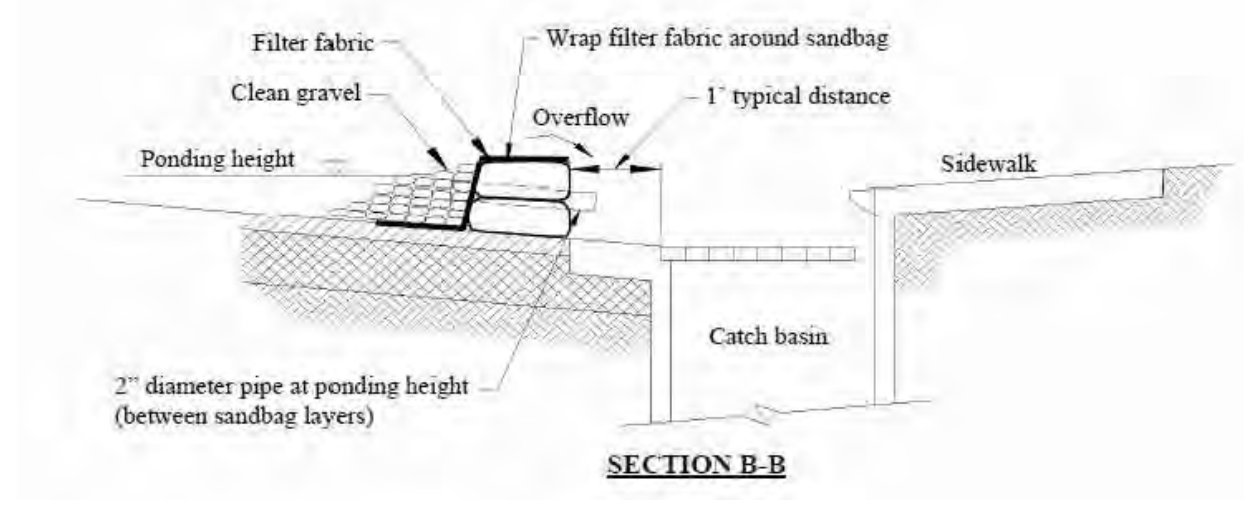
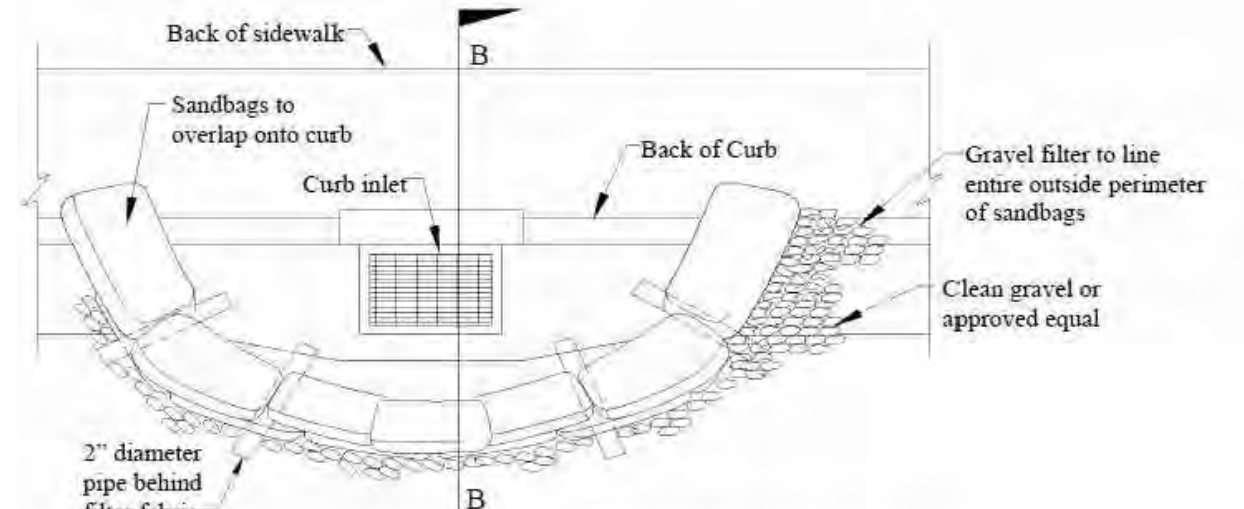


TEMPORARY SEDIMENT TRAP
N.T.S.

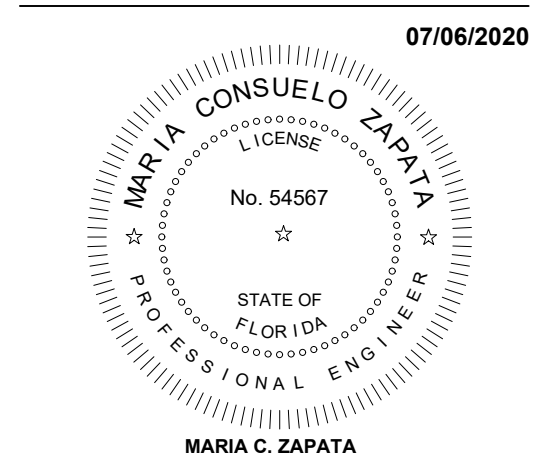


- NOTE:**
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 - WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
 - WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY CONSTRUCTION ENTRANCE DETAIL
N.T.S.



CURB INLET PROTECTION DETAIL
N.T.S.



MARIA C. ZAPATA
FL P.E. No. 54567
FLORIDA LICENSED PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Maria C. Zapata, P.E. on the date adjacent to the seal.

Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PERMIT SET

REVISIONS:

PROJECT NAME:
PRINCE FIELD DRAINAGE IMPROVEMENTS

PROJECT ADDRESS:
343 PAYNE DRIVE
MIAMI SPRINGS, FL 33166



PROJECT NUMBER: 17069
SCALE: AS NOTED
DATE: 07-06-2020

SHEET NAME:

EROSION CONTROL NOTES AND DETAILS

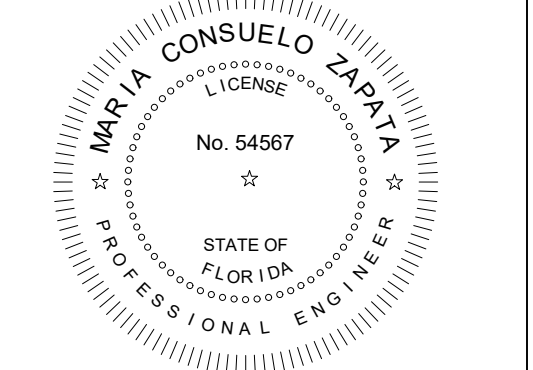
SHEET NUMBER:

C-4



BERMELLO AJAMIL AND PARTNERS, INC.
2601 S BAYSHORE DRIVE, SUITE 1000
MIAMI, FL 33133
TEL: 305-659-2050
WWW.BERMELLOAJAMIL.COM

07/06/2020



MARIA C. ZAPATA
FL P.E. No. 54567
FLORIDA LICENSED PROFESSIONAL ENGINEER

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MIAMI SPRINGS, FL 33166



PROJECT NUMBER: 17069

SCALE: AS NOTED

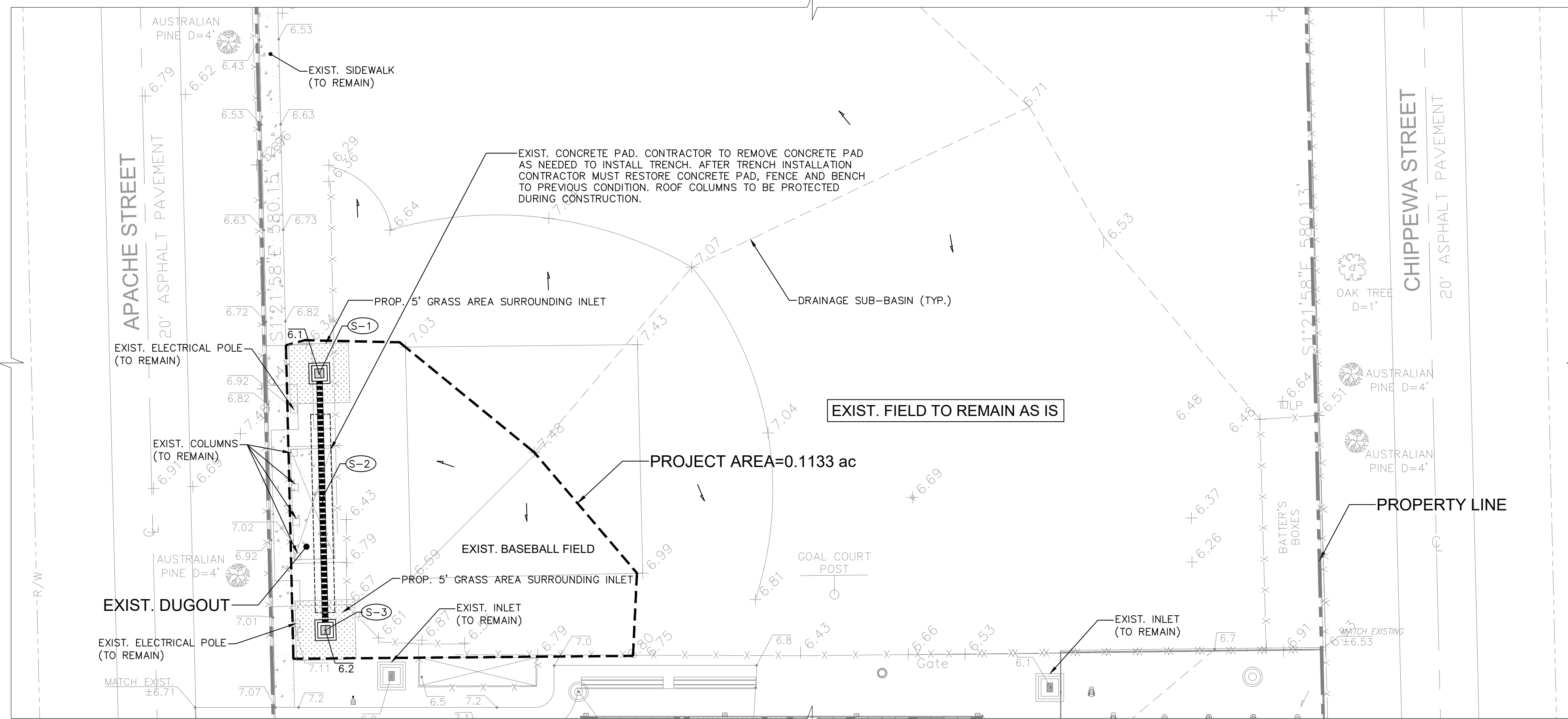
DATE: 07-06-2020

SHEET NAME:

PAVING GRADING AND DRAINAGE PLAN

SHEET NUMBER:

C-5



PROP. PRINCE FIELD DRAINAGE IMPROVEMENTS AREA

SCALE: 1"=20'

PROPOSED STORM SYSTEMS NOTES

- 1.-ALL STRUCTURE INVERTS SHALL BE CONSTRUCTED PER F.D.O.T. INDEX 201 UNLESS OTHERWISE NOTED.
- 2.-ALL DRAINAGE STRUCTURES, INCLUDING CLEAN-OUTS, SHALL BE INSTALLED WITH TRAFFIC BEARING GRATES, FRAMES, TOPS, RINGS AND COVERS, ETC. AS APPLICABLE.
- 3.-HDPE PIPE TO BE DOUBLE WALL-SMOOTH INTERIOR.

EROSION AND SEDIMENTATION CONTROL NOTES

MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. THE EROSION CONTROL SYSTEM DESCRIBED WITHIN THE CONSTRUCTION DOCUMENTS SHOULD BE CONSIDERED TO REPRESENT THE MINIMUM ACCEPTABLE STANDARDS FOR THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDENT UPON THE STAGE OF CONSTRUCTION. THE SEVERITY OF THE RAINFALL EVENTS AND/OR AS DEEMED NECESSARY AS A RESULT OF ON-SITE INSPECTIONS BY THE OWNER, THEIR REPRESENTATIVES OR THE JURISDICTIONAL AUTHORITIES. THESE ADDITIONAL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER. IT IS THE CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ASSURE THAT THE STORM WATER DISCHARGE FROM THE SITES DOES NOT EXCEED THE TOLERANCES ESTABLISHED BY ANY OF THE JURISDICTIONAL AUTHORITIES. REFERENCE THE EROSION CONTROL PLAN AND DETAILS.

PROJECT AREA:

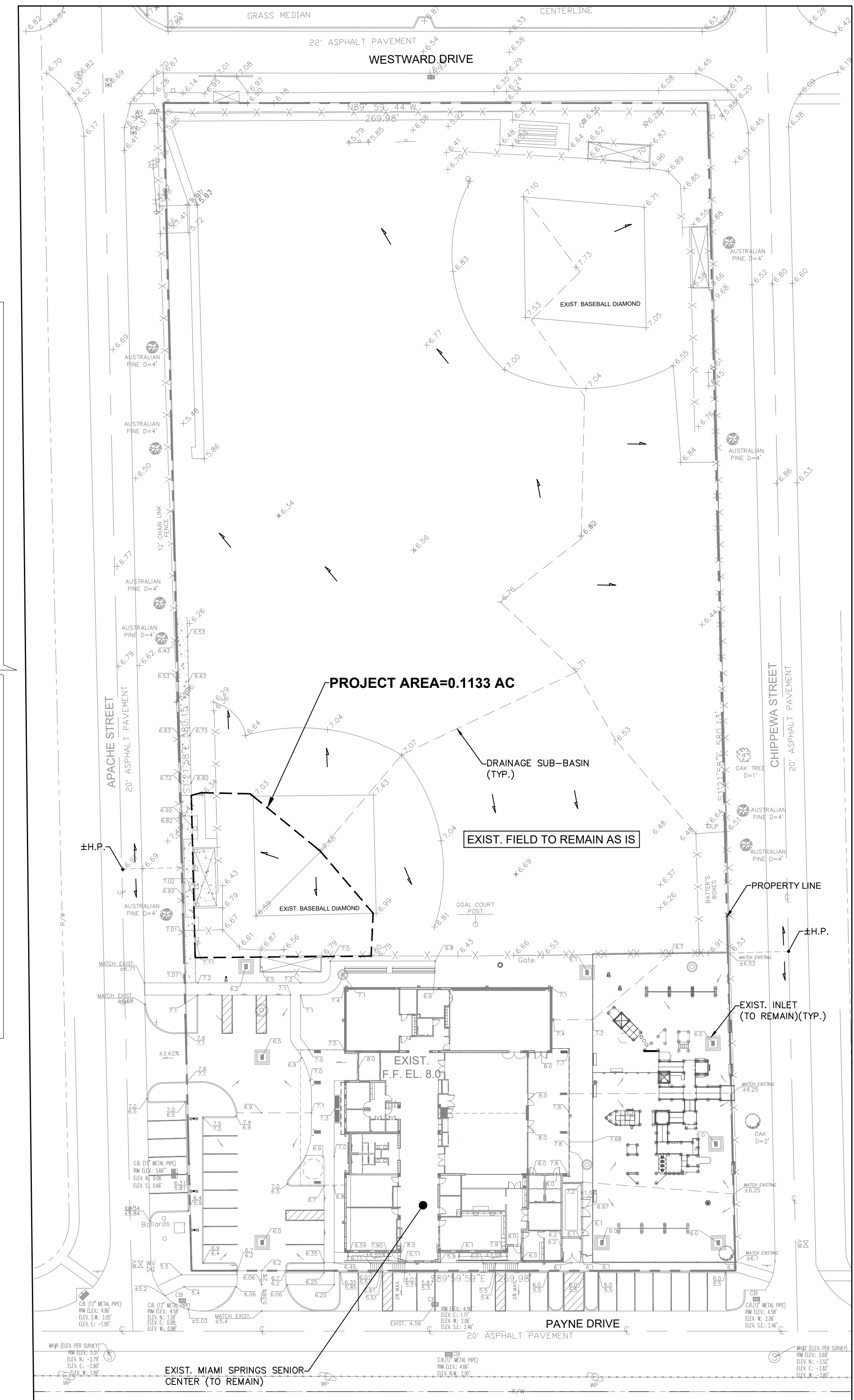
PERVIOUS AREA= 0.0138 ac (12.16%)
IMPERVIOUS AREA= 0.0995 ac (87.84%)
TOTAL AREA= 0.1133 ac (100%)

DRAINAGE SYMBOLS LEGEND

- TOP OF CURB/GRADE OF PAVEMENT ELEV.
- FLOW DIRECTION
- PROP. STORM SEWER PIPE
- PROP. EX-FILTRATION TRENCH
- PROP. INLET
- SUB-BASIN
- EXIST. SPOT ELEVATIONS
- EXIST. INLET (TO REMAIN)

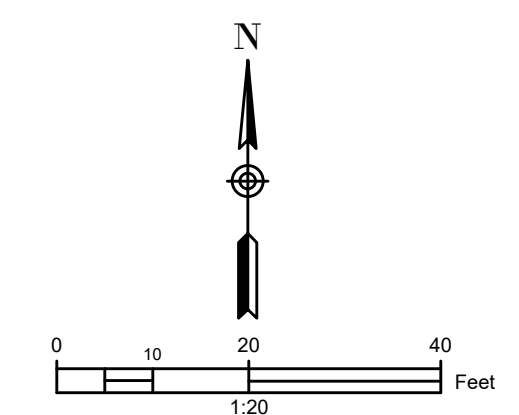
PROPOSED STORM DRAINAGE STRUCTURES SCHEDULE

- TYPE "1" INLET
GRATE ELEVATION 6.1
S.F.L. 2.0 (W/ BAFFLE)
- 51 L.F. OF EX-FILTRATION TRENCH W/18" HDPE PERFORATED PIPE @ 0%
AND 11 L.F. OF 18" HDPE PIPE (NON PERFORATED) @ 0%
- TYPE "1" INLET
GRATE ELEVATION 6.2
N.F.L. 2.0 (W/ BAFFLE)



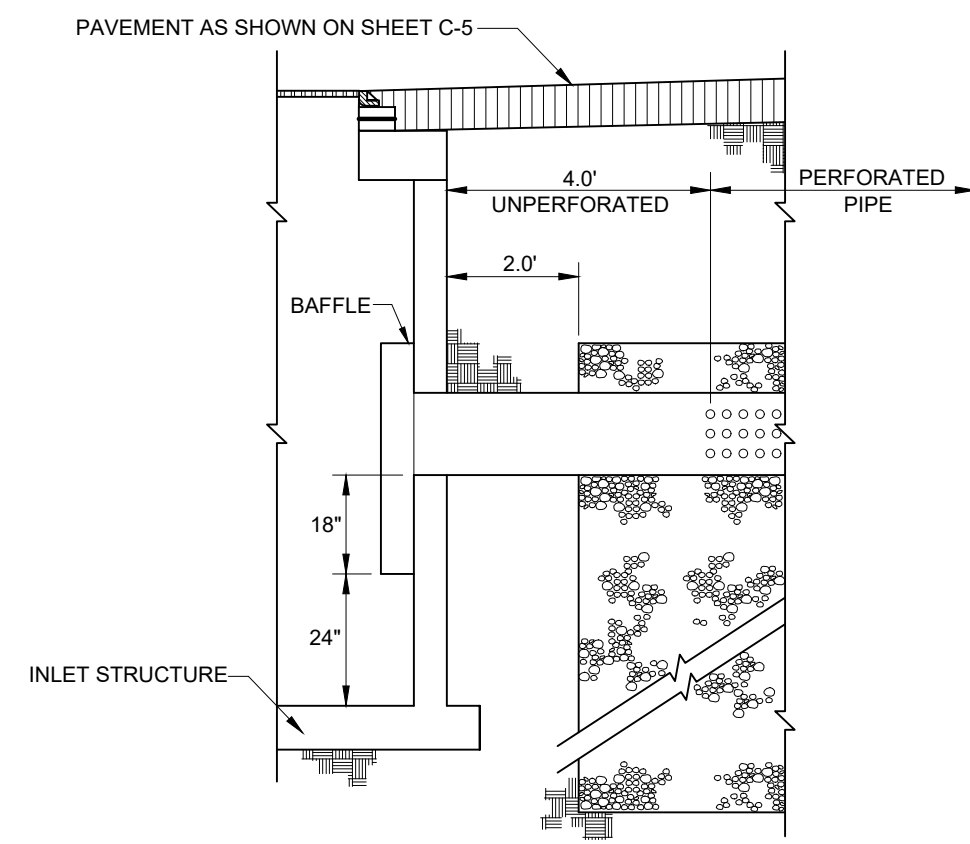
KEY MAP

SCALE: 1"=40'



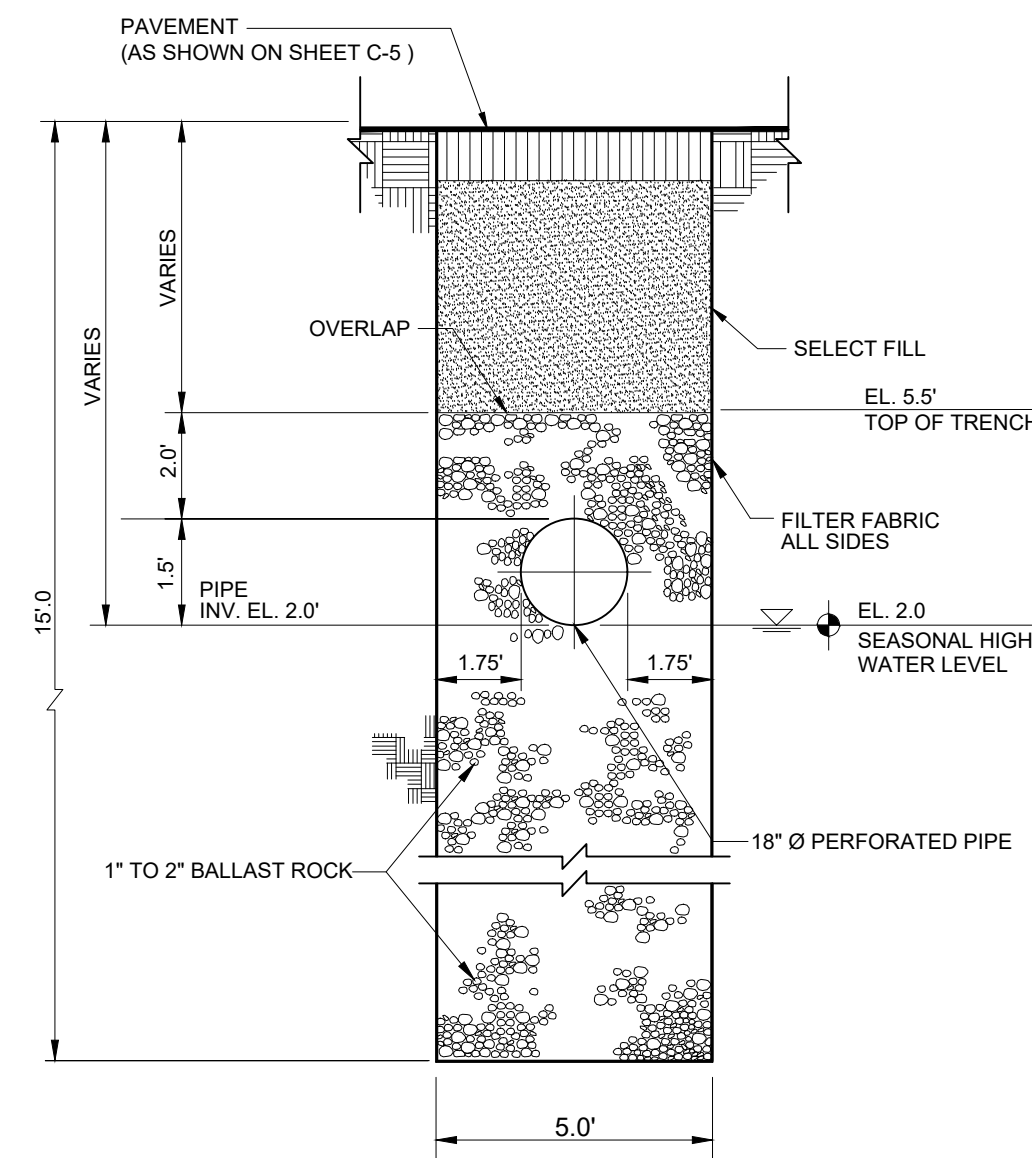
Always call 811 two full business days before you dig to have underground utilities located and marked.





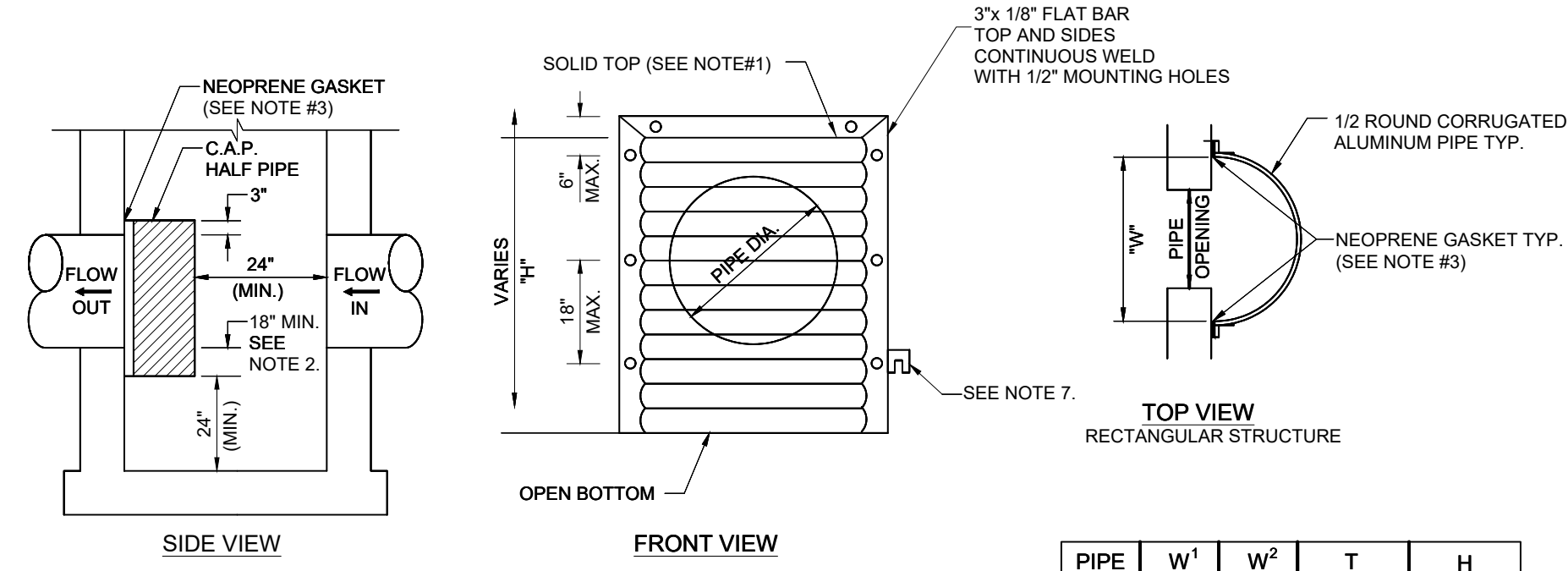
- NOTES:
1. PROVIDE BAFFLE WHEREVER PIPE ENTERS FRENCH DRAIN.
 2. BAFFLE SHALL BE AS SHOWN ON DETAIL IN THIS SHEET OR APPROVED EQUAL.
 3. SUMP 2'-0" (TYP.) EXCEPT AT POLLUTION CONTROL STRUCTURES SUMP TO BE 3'-6".

EXFILTRATION TRENCH CONNECTION DETAIL
N.T.S.



NOTE: FILTER FABRIC PER FDOT INDEX NO. 199

18" EXFILTRATION TRENCH SECTION
N.T.S.

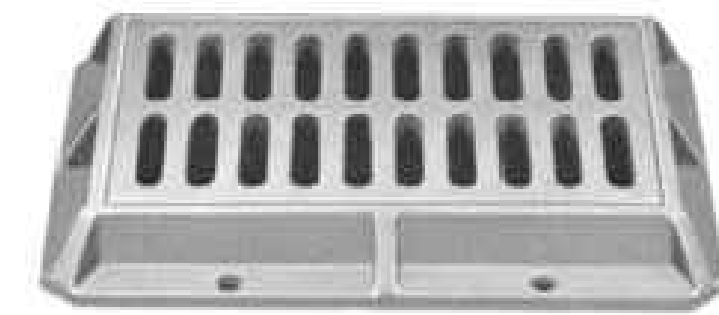


NOTES

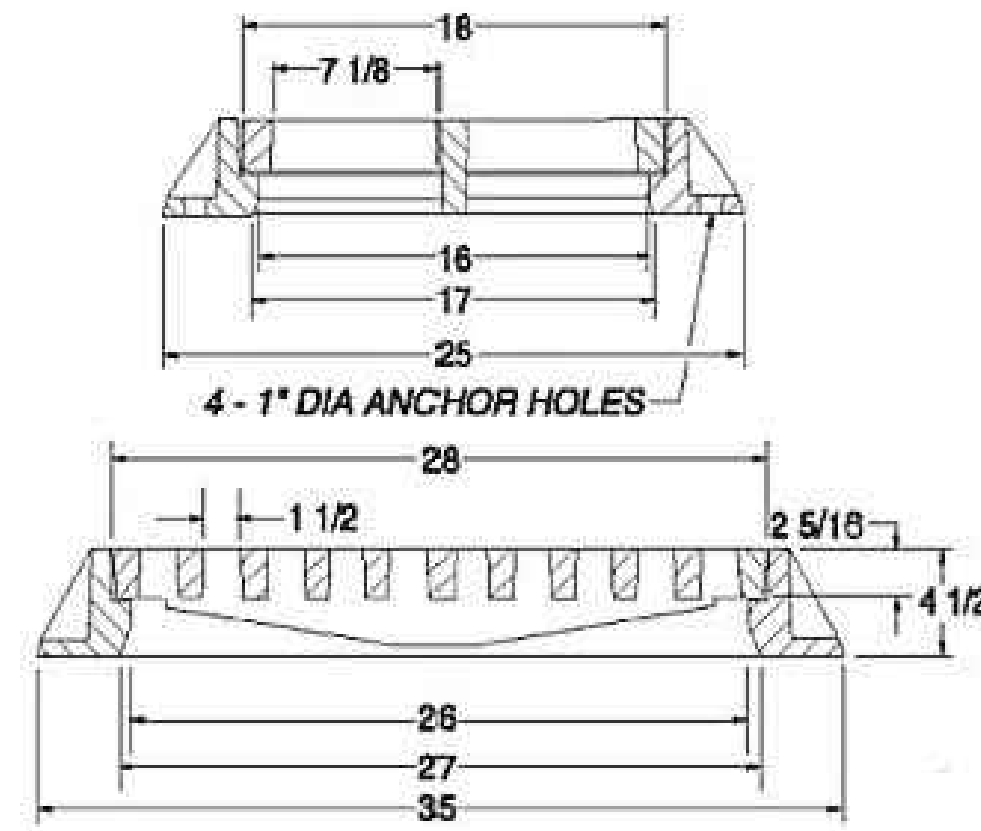
1. ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
2. THE BOTTOM ELEVATION OF THE POLLUTION RETARDANT BAFFLE MUST BE AT LEAST 1.5' BELOW CONTROL ELEVATION.
3. NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1"X2") SHALL BE INSTALLED ON THE SIDES AND TOP ALL BAFFLES.
4. POLLUTION RETARDANT BAFFLE TO BE FASTENED IN PLACE WITH 3/8"X4" STAINLESS STEEL "RED HEADS", OR APPROVED EQUAL.
5. ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE.
6. MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.

PIPE DIA. (IN)	W ¹ (IN)	W ² (IN)	T (GAUGE)	H (IN)
15"	21"	21"	16	VARIES
18"	24"	24"	16	VARIES
21"	30"	30"	16	VARIES
24"	30"	36"	16	VARIES
30"	36"	42"	14	VARIES
36"	42"	48"	14	VARIES
42"	48"	54"	14	VARIES
48"	54"	60"	14	VARIES
54"	60"	66"	14	VARIES

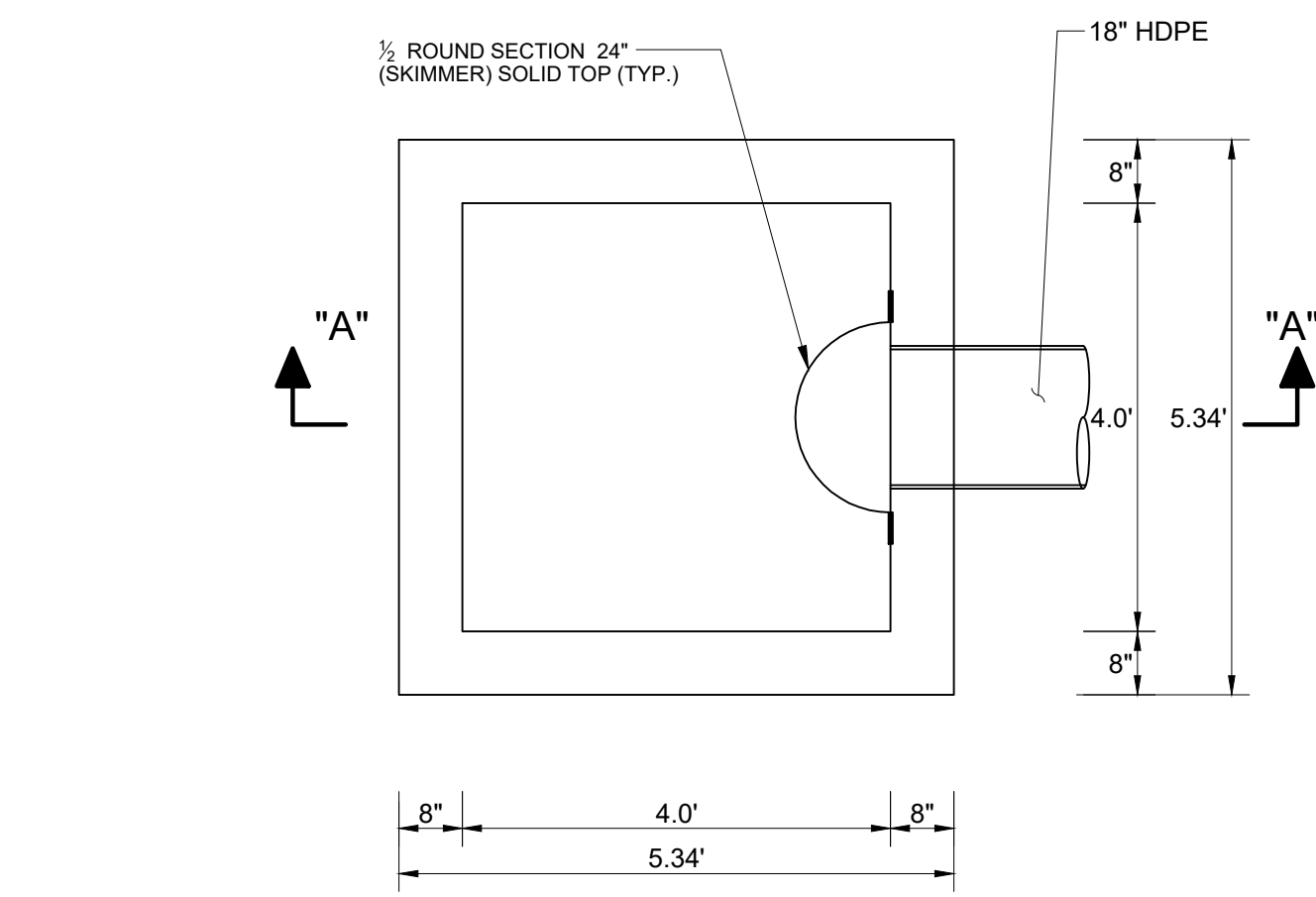
POLLUTION RETARDANT BAFFLE DETAIL
N.T.S.



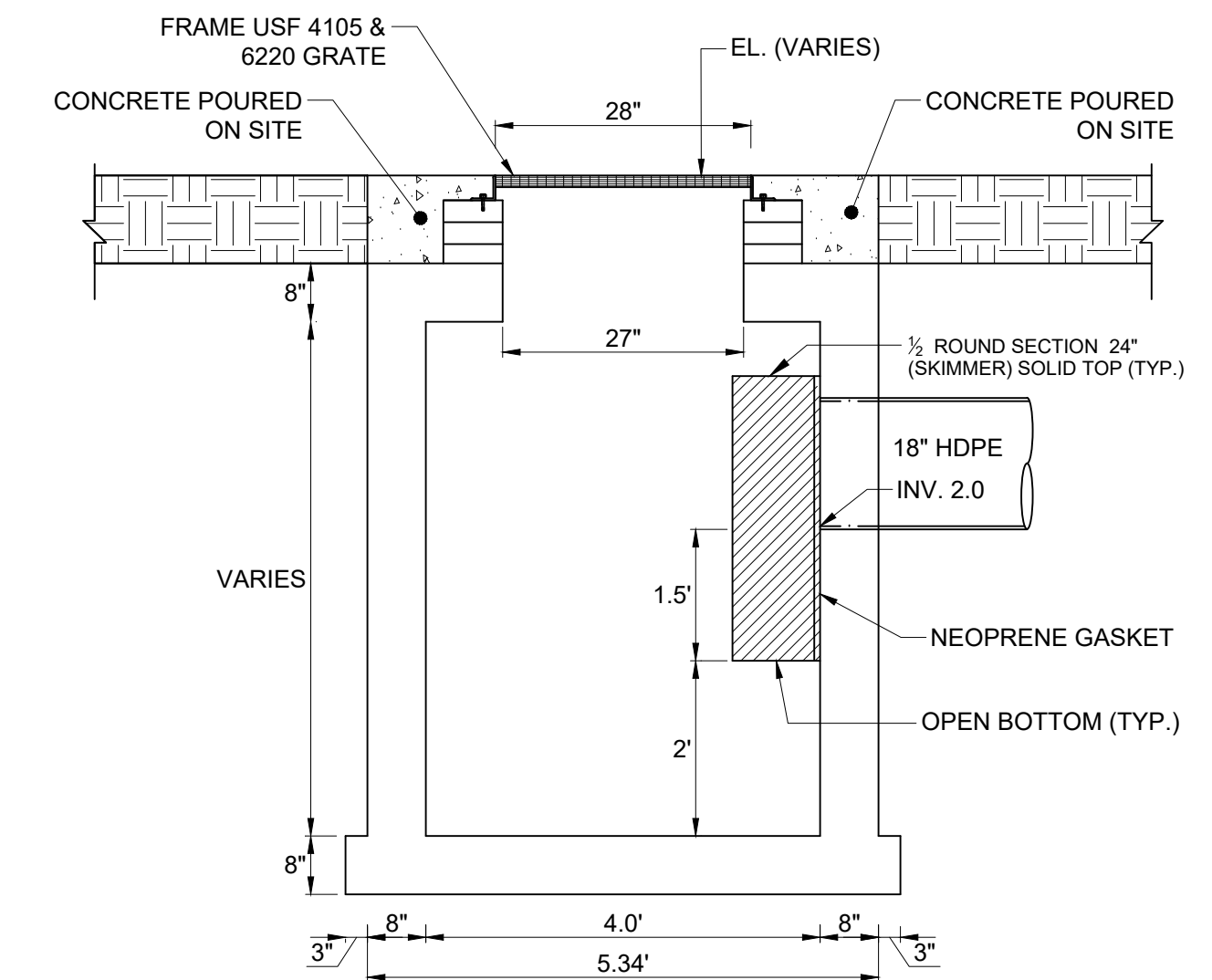
USF 4105-6220



USF 4105 FRAME & 6220 GRATE
N.T.S.

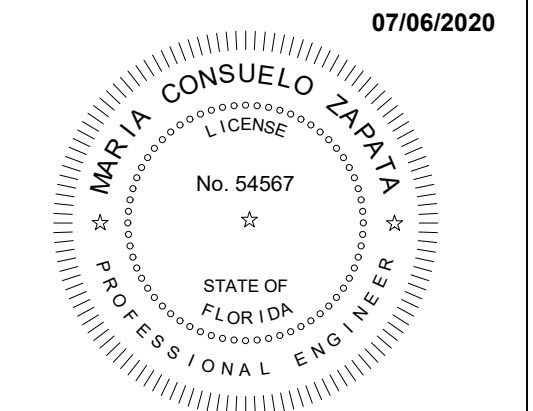


PLAN INLET TYPE I
N.T.S.



SECTION "A"- "A"
N.T.S.

- NOTE:
1. PROVIDE SHOP DRAWINGS OF STRUCTURES
 2. PRECAST CONCRETE MANHOLES SHALL CONFORM TO ASTM C478. SHALL BE TYPE II ACID RESISTANT CEMENT AND SHALL MAINTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI IN 28 DAYS.
 3. REFER TO FDOT INDEX 200 FOR ADDITIONAL DETAILS AND SPECIFICATIONS.
 4. ALL REINFORCING BARS SHALL BE ASTM A615 GRADE 60, ALL COVER SHALL BE 3 INCHES MINIMUM.



MARIA C. ZAPATA
FL P.E. No. 54567
FLORIDA LICENSED PROFESSIONAL ENGINEER
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PERMIT SET

REVISIONS:

PROJECT NAME:
PRINCE FIELD DRAINAGE IMPROVEMENTS

PROJECT ADDRESS:
343 PAYNE DRIVE
MIAMI SPRINGS, FL 33166



PROJECT NUMBER: 17069
SCALE: AS NOTED
DATE: 07-06-2020
SHEET NAME:

DRAINAGE DETAILS

SHEET NUMBER:

C-6

NOTE: ELEVATIONS ARE IN N.G.V.D.



SHC



STONEHENGE CONSTRUCTION, LLC

**13100 SW 128TH STREET
MIAMI, FL 33186**

CONTACT INFORMATION

**EDUARDO VILCHEZ
786-866-7776
evilchez@shc-us.com**

**Manuel Quintana
786-866-7776
mquintana@shc-us.com**

PRINCE FIELD DRAINAGE IMPROVEMENTS

**PROPOSAL FOR RFP NO.02-20/21
01/19/2021**

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

**SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS**

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Respondent's Proposal:

FORMS

Form 1: Proposal Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits:)

- **Americans with Disabilities Act Compliance**
- **Public Entity Crimes Act**
- **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics**
- **Business Entity**
- **Non-Collusion/Anti-Collusion**
- **Scrutinized Companies**
- **Acknowledgment, Warranty, and Acceptance**
- **Ownership Disclosure**
- **Truth in Negotiation Certificate**
- **Prohibition on Contingent Fees**

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

Form 12: Price Proposal

Form 13: Bid Security/Bid Bond (unless waived)

Form 14: Form of Performance Bond & Payment Bond (unless waived)

EXHIBITS

Exhibit A: Form of Continuing Professional Services Agreement

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

Attachment A: Surface Water Management Report for Prince Field Drainage Improvements

Attachment B: Site Plans for Prince Field Drainage Improvements

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS

FORM 1
PROPOSAL CHECKLIST

- Form 1: Proposal Checklist
- Form 2: Company Qualifications Questionnaire
- Form 3: Certificate of Authority (Complete one of the two forms as applicable)
- Form 3A: Certificate of Authority (for Corporations or Partnerships)
- N/A Form 3B: Certificate of Authority (for Individuals)
- Form 4: Acknowledgment of Addenda
- Form 5: Single Execution Affidavit
- Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
(Compliance with 49 CFR, §20.100(b))
- Form 7: Dispute Disclosure
- Form 8: Key Staff and Proposed Subcontractors
- Form 9: Reference Letters
- Form 10: E-Verify Affidavit
- Form 11: IRS Form W-9
- Form 12: Price Proposal
- Form 13: Bid Security/Bid Bond (unless waived)
- Form 14: Performance Bond & Payment Bond (unless waived)

Firm: Stonehenge Construction, LLC

Date: 01/18/2021

Authorized Signature:  _____

Print or Type Name: Manuel Quintana

Title: Vice-President



SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

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TAB B



STONEHENGE CONSTRUCTION, LLC

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SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

LETTER OF INTENT

TAB C

January 18, 2021



City of Miami Springs
City Clerk's Office
201 Westward Drive
Miami Springs, Florida 33166

**Reference: RFP No. 02-20/21
Prince Field Drainage Improvements**

Dear Sir or Madam:

In response to the City of Miami Springs RFP No. 02-20/21 solicitation for the Construction of the Prince Field Drainage Improvements, Stonehenge Construction, LLC (SHC) is pleased to submit our proposal and wishes to express our commitment to the City of Miami Springs for the successful execution of this project. We have built a team of highly-skilled and experienced professionals to achieve this goal. Our understanding of the project needs has been developed through our team's experience with successfully delivering projects of similar type and magnitude throughout Miami-Dade County. As requested, enclosed please find one (1) original submittal, also our submittal will be submitted electronically thru Demand Star.

Qualifications of Firm Including the Team Members Assigned to the Project

Stonehenge Construction, LLC (SHC) was established in 2001 in Miami-Dade County as a state certified general construction firm. During the past 20 years, the firm has developed a premier reputation in the construction industry. SHC thrives on providing its clients excellent construction management and building services in a thorough and organized fashion. Our Team of highly-experienced construction managers and supervisors work toward the common goal of completing projects on time and on budget – without sacrificing quality.

SHC's construction history and project resume was developed in the local market; 100% of our work resides in Miami-Dade and Broward Counties. We have an intimate knowledge and understanding of the local construction industry; this helps us deliver quality workmanship in an effective and timely manner. As a local contractor, we are knowledgeable of material costs, labor rates, and changing market conditions. SHC holds accounts in good standing with local vendors and material suppliers. In addition, we work with local professional design firms and qualified licensed and insured subcontractors.

Our staff has extensive project experience, which includes vertical construction, underground utilities, site improvements, drainage facilities, and *specialty projects* for Municipalities. SHC's personnel includes five (5) State Licensed General Contractors, one (1) Miami-Dade County Engineering

Contractors Certificate, and six (6) Civil Engineers. The SHC staff is experienced in options analysis, value engineering, life-cycle cost analysis, constructability analysis, quality control, safety programs, as well as schedule and cost control.

Our headquarters are located within 10 miles from the project site. SHC has successfully completed 3 projects within the City of Miami Springs: including a new playground installation for the All Angels Academy and the Miami Springs Adult Community Center. We pride ourselves in providing premium construction services on all our projects.

Key Personnel

The SHC Team believes the key to the success of this project hinges on the personnel charged with delivering this important project. That is why the SHC Team has organized a local team with the following characteristics:

- Only highly competent and experienced professionals are committed to the project, and they will be provided with the necessary resources to ensure success.
- Continuous communication with the City of Miami Spring’s Project Manager and Architectural Team to ensure expectations are being met and information is being communicated between parties.
- A team of sub-contractors with an established track record in Miami-Dade County.
- A proactive approach that emphasizes the early resolution of project issues and a philosophy focused on providing value added services.

We are proud to provide the City of Miami Springs a team comprised mainly of local individuals that call Miami-Dade County their home. Most of us graduated from local schools and have worked in the local market our entire professional career.



Principal-In-Charge: Manuel Quintana, GC (SHC): For Principle-In-Charge, SHC is proposing Mr. Manuel Quintana, GC, with 24 years of engineering and construction management experience in South Florida. Mr. Quintana brings a wealth of experience in specialty projects for municipalities and local agencies, multi-family residential, commercial, roadway, and general construction, and he brings experience delivering challenging Bid-Build and Design-Build projects.



Quality Assurance/Quality Control: Alejandro Duart, GC (SHC): Mr. Duart has over 21 years of experience in the Construction Management and General Contracting field. As a principal and founder of Stonehenge Construction, Mr. Duart’s hands-on approach to the client’s needs and persistence to quality construction has earned Stonehenge Construction the reputation of a quality builder with exceptional customer satisfaction, SHC is proud of its 100% satisfied client base.



Project Manager: Ed Vilchez, GC (SHC): Mr. Vilchez has over 39 years of experience in the Construction Management and General Contracting field. His background includes extensive involvement in parks, water and sewer, drainage, and aviation projects. Mr. Vilchez' experience encompasses scheduling, accounting, estimating, contract negotiation, and project management. Mr. Vilchez will oversee all underground site utilities scope.



Project Superintendent: Andre Hue (SHC): Mr. Hue has over 35 years of experience as an Underground Utility Contractor and Heavy Equipment Operator. His background includes extensive involvement in parks, water and sewer, and drainage projects. Mr. Hue will be in charge of all field operations and coordination on this project.

SHC provided construction services to the Village of Pinecrest during a 2-year period. Construction Services were outlined in a unit price contract for drainage and sidewalk improvements throughout the Village. SHC performed over \$800,000 of drainage improvements within the Village's right-of-way encompassing over 20 locations.

Knowledge and Past Experience of Similar Type Projects

The SHC Team has experience successfully delivering projects of similar type and scope throughout Miami-Dade County. Through these experiences, the SHC Team brings several attributes to the project that will help make it a successful one.

Miami Springs Adult Community Center



The project consists of a 1,500-sf landscaped, covered main entrance, the Multi-Purpose Center is a 13,127-sf facility designed to meet the needs of the Miami Springs senior community. Its central space is a 2,500 sf Lobby/Lounge area with a high ceilings and clerestory windows that connects all the center's key spaces. There are 4 multipurpose rooms for exercise, art, dining, classes, meetings, personal services, and a fitness center. The largest activity room is a 2,500-sf space and can be divided into two rooms with access to a 1,250-sf covered patio. This room is supported by a 500-sf catering/warming kitchen for hosting events. The Center's support spaces include the administration office, restrooms, storage and back of house areas. It also has an emergency generator capable of running the center during a major event.

MDX Dolphin Park & Ride



Design-Build Project for The MDX Dolphin Station Park & Ride Transit Terminal Facility; 11897 NW 12th Street, Miami FL; Construction Budget: \$5,290,072; Completed: September 2018 – This project consists of a new 15-acre transit facility, the Dolphin Station Terminal Facility supports Miami-Dade County's SR 836/Dolphin Expressway Express Bus Service and serves as a hub for several bus routes including the Dolphin Mall, the cities of Sweetwater and Doral, as well as a potential future east-west commuter rail service on the CSX line. SHC provided construction services to build two 540' covered bus bay canopies, a connecting circular concrete canopy walkway, a transit hub building with passenger waiting areas, continuous sidewalks, covered pedestrian walkways, secured bicycle storage units, bicycle racks, bus canopy benches, monument signs, and a driver's break lounge building. SHC provided all necessary mechanical, electrical, and plumbing components for this state of the art \$17 million facility.

Senator Villas



Design-Build Project for Senator Villas; 8915 SW 40th Street, Miami FL; Construction Budget: \$4,978,776; Completed: April 2019 – The project consists of a 23-Unit affordable senior living facility, the template for future projects to come as our “Baby Boomer” generation ages and enters their retirement years. Building offers a mix of studio, 1-bedroom, and 2-bedroom units. Amenities such as elevators, exterior balconies, patios, and public common areas were designed for an open-space senior lifestyle community. All areas are accessible to persons with disabilities This 20,000 square feet 2-story building accommodates 27 parking spaces. The project considered sustainable building measures, Florida Green Building Coalition Silver Status; the construction providing efficiency in elements such as the lighting system, windows, and the heating and cooling systems. The goal was to deliver a comfortable indoor environment comprised of durable construction and construction products that will reduce long-term maintenance.

Galloway Professional Center



Galloway Professional Building; 6401 SW 87th Avenue, Miami, FL; Construction Budget: \$4,100,000; Completed: April 2016 – Improvements and modernization of an existing 42,000 SF two-story office building. SHC provided Design-Bid-Build services along with architect, deForma Studio. Project involved coordination of work inside a tenant-occupied, fully-operational building. The scope included exterior remodeling with demolition of mansard roof, new parapet wall, new stucco fascia and architectural details, new impact resistant window and door system, complete buildout of the 22,000 SF second floor equipped with all new mechanical, electrical, plumbing, elevator modernization, fire alarm, security alarm, CCTV, access control system and state-of-the-art IT components. Exterior improvements included parking lot improvements, asphalt resurfacing, site landscaping and installation of a new picnic gathering area for employee breaks.

Coral Pine Park



Coral Pine Park Tennis Center Design-Build Project; 6955 SW 104th Street, Pinecrest, FL; Construction Budget: \$894,500; Completed: February 2017 – This project is in the heart of the Pinecrest community and is visited by many residents and tennis professionals. The park offers Tennis, soccer, and baseball coaching, among other recreational activities, and remained in operation during the entire duration of construction. In addition, there are school buses that pick up and drop off approximately 20 kids Monday thru Friday at the park. Maintaining safety fences and visible signage was necessary to keep parents, children and coaching staff safe. Coordination between The Village of Pinecrest was key. Safety was of the utmost importance. SHC provided Design-Build Services for the new construction of this 784 SF air-conditioned tennis center concession building with an attached 1,143 SF open colonnade. MCHARRY Associates along with BCC Engineering were retained by SHC to provide A/E services. Interior finishes included a terrazzo floor with integrated artwork, impact resistance windows and doors, high ceilings, and exposed tongue and groove ceilings. Exterior finishes included an oolitic stone cladding, precast trim for all openings, specialty pavers for walkways and exposed tongue and groove ceilings at the colonnade.

Contract

The SHC Team recognizes that contracts are an important part of a construction project. Contracts spell out in detail all the possible scenarios that may be encountered on a project. The contract defines the responsibilities for each participant and the rights and obligations associated with the parties. The better a contractor understands the contract terms and conditions, the better the contractor will be at managing his or her risk. SHC utilizes the AIA (American Institute of Architects) for all subcontractors. This is the industry standard and are time tested contracts which prevent disputes. The contract language is fair, clear and understood by all parties and will prevent conflicts.

Understanding awareness of permit requirements involved with the project

The SHC Team understands the awareness and challenges of the permitting requirements and coordination with local utilities. Project coordination is an integral part of starting the project on the right track, planning is everything. We recognize permits will be issued by multiple agencies such as the City of Miami Springs, Public Works, DERM, and HRS One of our most important and indispensable team members will be a permit expeditor, having a professional dedicated to the task of navigating permit expediting process with the different stakeholders will be instrumental in delivering the project on time.

Health and Safety Programs

Our Team has a keen understanding of the environmental concerns for health and safety with regards to air quality, sufficient lighting, trash collection, sewer, drainage and fire hazards, provision of wide corridors and openings, grab bars, and accessible controls. We strongly believe that health and safety begin in the workplace and transcends into the work product, therefore Stonehenge Construction strongly believes in providing a safe and healthy environment for our employees and our subcontractor partners. In our 18 years of operation in the South Florida market, SHC has not had any fatalities or major accidents on our projects, and we have been able to accomplish a lower-than-standard rate of minor accidents when compared to other construction entities. In observance of our successful campaign toward safety, it is our goal to continue and preserve a safe, healthy and drug-free working environment for all personnel at every site. Employees, while on any project property and during the performance of their work, will strictly maintain and comply with all safety, health, and environmental principles of all Federal, State and Local agencies that govern, as well as our company policies.

- **Construction Safety:** Safety is our priority on the project. This includes the safety of the construction staff as well as the public. Our project supervisors, each of whom has at a minimum completed the OSHA 10 certification, will hold “around the toolbox” meetings at the start of shifts to discuss the operations for the day and create awareness of caution of ongoing operations. Signage throughout our project will emphasize, “Safety First”.
- **Noise and Dust control:** Construction zones are inherently noisy and generate dust. Because this project is in a residential neighborhood, noisy conditions will mostly be restricted to daytime and local code enforcement daytime hours. Weekend work will be kept to a minimum. Dust will be controlled for any disturbed soils by hosing down any dust producing operations.

- **Visual Impacts:** A well-maintained construction zone promotes safety, efficiency, and inspires a sense of pride for the workers and the casual passersby. We will keep a well-maintained project site which will include mowing green areas, collecting and disposing of construction debris and trash, and provide screen fencing to protect the public and minimize visual impact. We will take into special consideration in keeping the sidewalk clean and free of any obstructions.

The SHC Team will provide ongoing job training on the following topics:

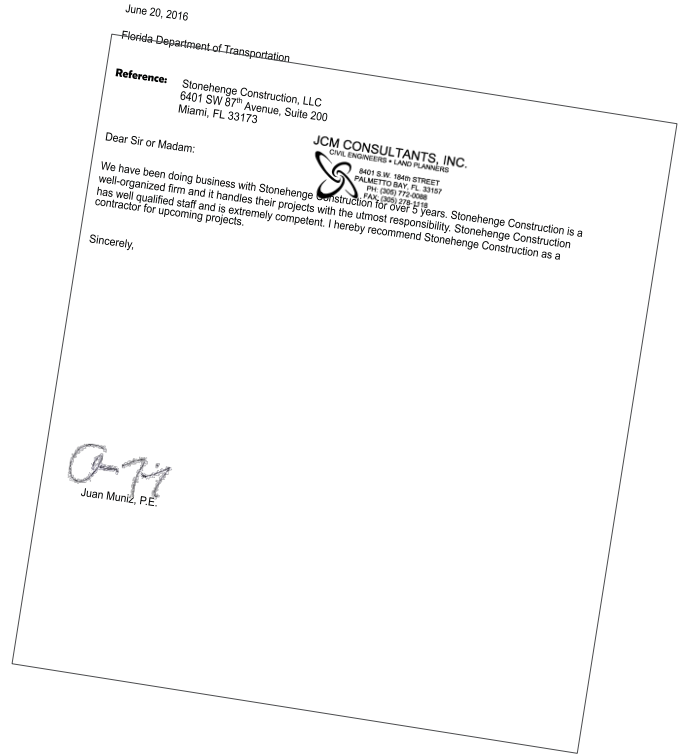
- Safety and health indoctrination
- Zero tolerance for substance abuse
- Pre-phase planning
- Personal and protective equipment
- Tool and equipment inspection
- Fire prevention and protection
- General Housekeeping
- Fall protection/prevention
- Safety and health enforcement
- Correcting safety and health violations
- Accident investigation
- Emergency action plans
- Internal and/or external project auditing processes
- Safety award program

Past Performance of the Firms

SHC holds an outstanding track record for successfully completing all projects in our firm's history. We are proud to announce that all projects have been completed without any legal claims; SHC also has no ongoing litigation, and there are no major disputes on any current or past projects. Recently we have completed 11 projects for Miami-Dade County Public Schools and delivered a Tennis Pavilion Center for the Village of Pinecrest, a Park & Ride Facility to MDX, and a Senior Living Facility to PHCD, all of which were completed successfully.



"Stonehenge has provided the Village outstanding service and the management team has been extremely responsive."



"Stonehenge Construction is a well-organized firm and it handles their projects with the utmost responsibility."

We believe that communication is the key to success for construction project. SHC invested in a cloud- based SharePoint Sever a few years back. We have the capability of hosting all pertinent project documentation and can provide access to the Team and its stakeholders. This will facilitate and enhance communication with subcontractors and sub-consultants and will keep the project on schedule.

The SHC Team is committed to delivering the Miami Springs Senior Center / Multi-Purpose Facility on-time and on budget.

Conclusion

The **SHC Team** offers the expertise and experience to make the Prince Field Drainage Improvement Project a successful one. With a strong, local presence of numerous technically qualified and available resources, our Team is excited to be a part of this project. We are proud of the work we have accomplished in our community schools, parks, and various public agencies in the past, and we look forward to the opportunity of working with Miami Springs on this important project.

Sincerely,

Stonehenge Construction, LLC



Manuel Quintana, GC
Vice President



SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

FIRMS QUALIFICATIONS

TAB D

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the RFP, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the RFP, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Stonhenenge Construction, LLC

Firm Name

13100 SW 128th Street, Miami, FL 33186

Principal Business Address

786-866-7776

786-866-7777

Telephone Number

Facsimile Number

mquintana@shc-us.com

Email Address

65-1130591

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 19 Years

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number: L14000052981

August 9, 2001

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

General Contractor

CGC1504064

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

Individual Partnership Corporation LLC LLP Other _____

Please identify the Firm's primary business: _____

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

Please identify the number of continuous years your Firm has performed its primary business: 19
Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
CGC	DBPR	CGC1504064	
Underground Utility & Excavation	DBPR	CUC 05130	

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)
Manuel Quintana	Vice-President	\$10,000,000.00

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	18
Total No. of Managerial/Administrative Employees	13
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

<u>Coastal Premier Insurance Group, Inc.</u>	<u>Robert Siler</u>
Insurance Carrier Name	Insurance Carrier Contact Person
<u>902 Clint Moore Rd. Suite 132</u>	<u>certificates@cpisolutions.com</u>
<u>Boca Raton, FL 33487</u>	

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

Insurance Carrier Address

Telephone No.

Email

Has the Firm filed any insurance claims in the last five (5) years? No Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
Alejandro Duart	President	25%
Manuel Quintana	Vice-President	25%
Ariel Millan	Manager	25%
Jose Muñoz	Manager	25%

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
 No Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
City of Miami Springs	Tammy Romero	305-805-5035	romerot@miamisprings-fl.gov.com	2019
Miami Dade Express Authority	Robert Garcia	786-251-0299	rgarcia@mdxway.com	2017
Miami Dade PHCD	Alexandra Ochoa	305-546-4465	alexandra.ochoa@miamidade.gov	2017
Town of Cutler Bay	Etienne Bejarano	786-573-5502	EBejarano@cutlerbay-fl.gov	2019
MDCPS	Don Bailey	305-995-4573	911772@dadeschools.net	2018

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: Stonhenge Construction, LLC

Authorized Signature: 

Date: 01/18/2021

Print or Type Name: Manuel Quintana

Title: Vice-President

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS

FORM 9
REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: City of Miami Springs

Reference Contact Person/Title/Department: Tammy Romero/Assistant City Manager

Contact Number & Email 305-805-5035 - romerot@miamisprings-fl.gov.com

Public Entity Size/Number of Residents/Square Mileage: Miami Springs

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Miami Springs Senior Center.

This project consist of a new 13,049 SF of consruction of a new Senior Center/Multi-Purpose Facility

Is the Contract still Active? Yes No

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

REFERENCE #2

Public Entity Name: Miami Dade Express Authority

Reference Contact Person/Title/Department: Robert Garcia - Project Manager

Contact Number & Email 786-251-0299 - rgarcia@mdxway.com

Public Entity Size/Number of Residents/Square Mileage: MDX

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on

Size/Scope of Work/Complexity) _____

This project consists of a new 15-acre transit facility, the Dolphin Station Terminal Facility supports Miami-Dade County's SR 836/Dolphin Expressway Express Bus Service and serves as a hub for several bus routes including the Dolphin Mall, the cities of Sweetwater and Doral, as well as a potential future east-west commuter rail service on the CSX line. SHC provided construction services to build two 540' covered bus bay canopies, a connecting circular concrete canopy walkway, a transit hub building with passenger waiting areas, continuous sidewalks, covered pedestrian walkways, secured bicycle storage units, bicycle racks, bus canopy benches, monument signs, and a driver's break lounge building. SHC provided all necessary mechanical, electrical, and plumbing components for this state of the art \$17 million facility.

Is the Contract still Active? Yes _____ **No**

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

REFERENCE #3

Public Entity Name: Miami Dade PHCD

Reference Contact Person/Title/Department: Alexandra Ochoa

Contact Number & Email 305-546-4465 - alexandra.ochoa@miamidade.gov

Public Entity Size/Number of Residents/Square Mileage: Miami Dade PHCD

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on

Size/Scope of Work/Complexity) _____

The project consists of a 23-Unit affordable senior living facility, the template for future projects to come as our “Baby Boomer” generation ages and enters their retirement years. Building offers a mix of studio, 1-bedroom, and 2-bedroom units. Amenities such as elevators, exterior balconies, patios, and public common areas were designed for an open-space senior lifestyle community. All areas are accessible to persons with disabilities This 20,000 square feet 2-story building accommodates 27 parking spaces

Is the Contract still Active? Yes _____ **No**

State of Florida

Department of State

I certify from the records of this office that STONEHENGE CONSTRUCTION, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 26, 2014, effective August 9, 2001.

The document number of this limited liability company is L14000052981.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020 and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of January,
2020*



Ronald R. DeSantis

Secretary of State

Tracking Number: 4702918425CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DUART, ALEJANDRO JAVIER

STONEHENGE CONSTRUCTION, LLC
13100 SW 128 ST
MIAMI FL 33186

LICENSE NUMBER: CGC1504064

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VILCHEZ, EDUARDO

STONEHENGE CONSTRUCTION, LLC
6401 SW 87TH AVE, SUITE 200
MIAMI FL 33173

LICENSE NUMBER: CUC057130

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Contractor License Information

Contractor Number: E1500528
Contractor name: STONEHENGE CONSTRUCTION, LLC
Address: 6401 SW 87 AVE SUITE 200
City, St, Zip: MIAMI FL 33173
Phone: (786) 866-7776
Other Phone:
Fax: (305) 670-2351
Email: MQUINTANA@SHC-US.COM
D/B/A:
Contractor Status: ACTIVE

Class	Category	Category Description	Expiration Date
ENGR	2	PLANT CONSTRUCT	09/30/2021
ENGR	3	PIPE LINE ENG	09/30/2021
ENGR	4	STRUCTURAL ENG	09/30/2021
ENGR	9	EXCAU & GRADING ENG	09/30/2021

CONTRACTOR INQUIRY COMPLETE

[BCCO Contractor Inquiry and Complaint Search](#) | [BCCO Home Page](#) | [State License Search Menu](#)

[Home](#) | [About](#) | [Phone Directory](#) | [Privacy](#) | [Disclaimer](#)

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Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



4681756

RECEIPT NO.

RENEWAL

4888344

BUSINESS NAME/LOCATION

STONEHENGE CONSTRUCTION

LLC

13100 SW 128TH ST

MIAMI, FL 33186



EXPIRES
SEPTEMBER 30, 2021

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNER

STONEHENGE CONSTRUCTION LLC

C/O DUART ALEJANDRO J

QUIAI IFIER

Worker(s)

1

SEC. TYPE OF BUSINESS

196

GENERAL BUILDING

CONTRACTOR

CGC1504064

**PAYMENT RECEIVED
BY TAX COLLECTOR**

75.00 08/17/2020

CREDITCARD-20-067310

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



006142

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

7234839

BUSINESS NAME/LOCATION
STONEHENGE CONSTRUCTION LLC
6401 SW 87TH AVE 200
MIAMI FL 33143

RECEIPT NO.
RENEWAL
7520662

EXPIRES
SEPTEMBER 30, 2021
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER
STONEHENGE CONSTRUCTION LLC
C/O QUINTANA MANUEL ONELIO QUALIFIER

SEC. TYPE OF BUSINESS
196 SPECIALTY ENGINEERING CONTRACT
E1500528

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00-07/23/2020
CHECK21-20-061228

Worker(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

National Recreation and Park Association

Let it be known that

ALEJANDRO DUART

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a



**Certified
Playground
Safety Inspector**

CHAIRPERSON

NRPA PRESIDENT AND CEO

February 21, 2020

DATE CERTIFIED

48433-0323

CERTIFICATION NUMBER

March 01, 2023

EXPIRATION DATE

EDUARDO VILCHEZ, GC

Senior Construction Manager

Mr. Vilchez has over thirty-nine years of experience in the Construction Management and General Contracting field. His background includes extensive involvement in parks, water and sewer and aviation projects. Mr. Vilchez' experience encompasses scheduling, accounting, estimating, contract negotiation, scheduling and project management.

Stonehenge Construction, LLC (2015 to Present)

Stonehenge Construction is a State Certified General Contracting Firm established in 2001 in Miami-Dade County. Over the past 17 years, the firm has developed a solid reputation in the construction industry. SHC thrives on providing its clients excellent construction management and building services in a thoroughly organized fashion. Our team of engineers, construction managers, and highly experienced supervisors work toward the common goal of completing projects on time and on budget without sacrificing quality coordination.

Professional Training

- OSHA Training 30 hours
- Sure Track Scheduling Workshop
- Problem Solution, Decision, and Planning
- Personal Evaluation Workshop
- Management Quality Workshop
- Finance Contractors Workshop
- Industrial Painting and Recovering
- Module for Supervision
- Supervision Workshop updating
- Compiling of Technical Information
- A Guide to Employee Supervision
- Working Methods
- Soil Mechanic and Practical Engineering
- First Aid
- Industrial Safety for Supervisors
- Work Inspection Engineering

Project Experience

Miami Zoo Mission Everglades New Water and Sewer System

Project Owner: Miami-Dade County Parks and Recreation Department

Project GC: PCL Construction Services

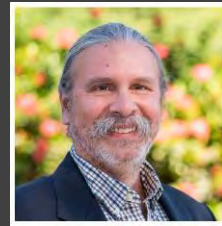
Construction Contract Amount: \$1,387,000.00

Upgrade Drainage Pump Stations at Harding Avenue

Project Owner: Florida Department of Transportation, District Six

Project GC: Central Florida Equipment

Construction Contract Amount: \$422,822.00 (Labor & Equipment).



Years of Experience

39

Work History

Stonehenge Construction,
LLC

2015 – Present

Hecol, LLC / Aye Aye
Construction, LLC

2005 – 2015

Cooper Contracting, Inc.
1999 – 2005

Sunset Construction Co.,
Inc.

1998 – 1999

S & C Construction Co.,
Inc.

1995 – 1998

Urban Organization, Inc.
1995

Maraven (Affiliated of
Venezuela Oil Co.)

1978 – 1993

Education

Civil Engineer, 1978,
Instituto Universitario de
Tecnologica
(Venezuela)

Registration

Certified General
Contractor

Florida No. CGC1512986,
2007

Certified Underground
Utility and Excavation
Contractor

Florida No. CUC057130,
1999

Miami VA Hospital – Fisher House New Water and Sewer System

Project Owner: Miami Veterans Administration (VA) Hospital
Project GC: Biosphere
Construction Contract Amount: \$311,000.00

MDWASD - Pump Station (PS) 640

Project Owner: Miami-Dade Water and Sewer Department (MDWASD)
Project GC: Hecol, LLC
Construction Contract Amount: \$312,046.00

Pump Stations 7, 7A, And 10 Rehabilitation

Project Owner: City of Tamarac
Project GC: Cooper Contracting
Construction Contract Amount: \$389,417.00

Miami Intermodal Center (MIC) Pump Station 101

Project Owner: Florida Department of Transportation, District Six
Project GC: Central Florida Equipment
Construction Contract Amount: \$590,260.00 (Labor & Equipment)

Miami Intermodal Center (MIC) Water and Sewer

Project Owner: Florida Department of Transportation, District Six
Project GC: Central Florida Equipment
Construction Contract Amount: \$422,000.00 (Labor & Equipment)

Crandon Park Clubhouse Watermain, Drainage

Project Owner: Miami-Dade County Parks and Recreation Department
Project GC: PCL Construction
Construction Contract Amount: \$876,285.00

27 Sewer Force Main / Lummus Pump Station

Project Owner: PortMiami, PNO Ports
Project GC: Central Florida Equipment
Construction Contract Amount: \$141,736.30

Amelia West Pump Station

Project Owner: Miami-Dade County Parks and Recreation Department
Project GC: Shaw Environmental
Construction Contract Amount: \$119,241.99

MDAD – Buildings 25 and 7

Project Owner: Miami Dade Aviation Department
Project GC: DDM
Construction Contract Amount: \$236,222.00

Crandon Park Pump Station (4)

Project Owner: Miami-Dade County Parks and Recreation Department
Project GC: Shaw Environmental
Construction Contract Amount: \$389,331.00

MDAD - West Side Fuel Tender Facility

Project Owner: Miami Dade Aviation Department
Project GC: Gilbert Southern
Construction Contract Amount: \$428,079.77

MDAD – Building 48 Oil and Water Separator

Project Owner: Miami Dade Aviation Department
Project GC: DDM
Construction Contract Amount: \$193,000.00

Wings of Asia (Metro Zoo), Water, Sewer Paving & Drainage

Project Owner: Miami-Dade County Parks and Recreation Department
Project GC: PCL Construction
Construction Contract Amount: \$562,995.00

Tropical America (Metro Zoo), Water and Sewer

Project Owner: Miami-Dade County Parks and Recreation Department
Project GC: PCL Construction
Construction Contract Amount: \$691,862.00

MDWASD - Pump Station 318

Project Owner: Miami-Dade Water and Sewer Department
Project GC: RJR Construction
Construction Contract Amount: \$190,900.00

MDAD - OPF Emergency Trailers

Project Owner: Miami-Dade Aviation Department
Project GC: Owner
Construction Contract Amount: \$219,000.00

Crandon Marina Sewer Improvements

Project Owner: Miami-Dade County Parks and Recreation Department
Project GC: Cooper Contracting, Inc.
Construction Contract Amount: \$127,000.00

Crandon Golf Course Sewer Improvement

Project Owner: Miami-Dade County Parks and Recreation Department
Project GC: Cooper Contracting, Inc.
Construction Contract Amount: \$410,000.00

MDWASD - 731B, Pump Station (3), Gravity Sewer

Project Owner: Miami-Dade Water and Sewer Department
Project GC: Acosta Tractors
Construction Contract Amount: \$699,000.00

MDWASD - Installation of 16” Sludge Line (3000 Linear Feet)

Project Owner: Miami-Dade Water and Sewer Department
Project GC: Central Florida Equipment
Construction Contract Amount: \$136,983.00

Miscellaneous Drainage Construction

Project Owner: Village of Pinecrest
Project GC: Stonehenge Construction, LLC
Construction Contract Amount: \$1,200,000.00

Pump Station 150 upgrades

Project Owner: City of Hialeah
Project GC: Stonehenge Construction, LLC
Construction Contract Amount: \$507,187.05

PS Improvement Program PH II

Project Owner: City of Hialeah
Project GC: Stonehenge Construction, LLC
Construction Contract Amount: \$2,166,724.00

Pump Station 10 San Souci I

Project Owner: City of North Miami
Project GC: Stonehenge Construction, LLC
Construction Contract Amount: \$874,578.40

PS 0078 Relocation of RTU

Project Owner: City of Miami
Project GC: Stonehenge Construction, LLC
Construction Contract Amount: \$31,000.00

MANUEL QUINTANA, EI, GC

Vice President

Mr. Quintana has over twenty-four years of experience in Civil Engineering and Construction Management. He has extensive experience with all types of construction projects which include institutional, educational, commercial and residential. As President of his own construction company, Mr. Quintana managed commercial office buildings to housing projects, including administrating budgets, creating schedules, completing sitework and overseeing general construction. Mr. Quintana's engineering background comprises the design of numerous municipal and environmental projects throughout Miami-Dade County, including wastewater collection and transmission systems, pump stations and force mains, hydraulic modeling, gravity sewer systems, roadways, and site improvements.

Stonehenge Construction, LLC (2011 to Present)

Stonehenge Construction is a State Certified General Contracting Firm established in 2001 in Miami-Dade County. Over the past 17 years, the firm has developed a solid reputation in the construction industry. SHC thrives on providing its clients excellent construction management and building services in a thoroughly organized fashion. Our team of engineers, construction managers, and highly experienced supervisors work toward the common goal of completing projects on time and on budget without sacrificing quality coordination.

Project Experience

Design-Build Project for The MDX Dolphin Station Park & Ride Transit Terminal Facility; 11897 NW 12th Street, Miami FL; Construction Budget: \$5,290,072; Completed: September 2018 –

This project consists of a new 15-acre transit facility, the Dolphin Station Terminal Facility supports Miami-Dade County's SR 836/Dolphin Expressway Express Bus Service and serves as a hub for several bus routes including the Dolphin Mall, the cities of Sweetwater and Doral, as well as a potential future east-west commuter rail service on the CSX line. SHC provided construction services to build two 540' covered bus bay canopies, a connecting circular concrete canopy walkway, a transit hub building with passenger waiting areas, continuous sidewalks, covered pedestrian walkways, secured bicycle storage units, bicycle racks, bus canopy benches, monument signs, and a driver's break lounge building. SHC provided all necessary mechanical, electrical, and plumbing components for this state of the art \$17 million facility.

Miami-Dade County Public Schools (M-DCPS) - General Obligation Bond, Year 2(GOB-2), Miami-Dade County, FL; Construction Budget: \$2,685,000 – Stonehenge Construction is an approved Small Business Enterprises (SBE) Firm with MDCPS. SHC is under contract as a Construction Manager-at-Risk (CMR) and has been assigned five projects by MDCPS within GOB Year 2. SHC performs pre-construction management functions and is accountable for all scheduling and coordination in both the design and construction phases of the projects, SHC is responsible for the successful, timely, and



Years of Experience

24

Work History

Stonehenge Construction, LLC

2011 - Present

Stantec Consulting Services, Inc.

2008 - 2013

Build America, Inc.

1999 - 2008

Education

BS in Civil Engineering, 1995

Florida International University

Registration

Certified General Contractor

Florida No. CGC60061, 1998

Engineer Intern

Florida No. 1100001441

Miami-Dade Engineering Contractor Certificate No. E23180

economical completion of the projects. Nine firms were selected to perform CMR for MDCPS under GOB-2, we are proud to have been the 1st firm to roll out the 1st project, meeting the Dash Board goal.

Hubert O. Sibley K-8 School, Miami, FL; Construction Budget: \$359,835; Completed: August 2015

– Project scope included playground repairs along with the installation of a new playground safety surface, basketball court resurfacing, new concrete slabs for walkways, the installation of ADA accessible ramps and handrails, permanent fencing, site re-grading to ensure proper drainage, landscape enhancements including irrigation and sod, upgrades to the P.A. communications system, necessary carpet replacement, and all necessary patching and painting. SHC achieved substantial completion ahead of schedule.

COPE Center North, Miami, FL; Construction Budget: \$792,843; Completed: December 2015

– Project scope includes the installation of a new 40' x 60' shade structure over existing playground, replacement of concrete support structure and structural beams for new cooling tower, demolition of existing portable on school premises, Fire Alarm modifications and certification, mechanical improvements including the replacement of major system components including cooling tower, chillers, chill water pumps, condensing units and split systems as well as upgrades to the Energy Management System including replacement of various sensors and VAV boxes and all necessary patching and painting.

Linda Lentin K-8, Miami, FL; Construction Budget: \$644,689; Completed: March 2016

– Project scope included playground repairs along with the installation of a new playground safety surface, installation of new concrete walkways, replacement of cooling tower structural supports (in place, without relocating existing cooling tower), major mechanical improvements including the replacement of major system components (i.e. pumps, condenser units, and package units), upgrades to the Energy Management System including the installation of new panels, addition of variable frequency drives, motorized dampers, and related sensors to system, upgrades to the P.A. communications system, replacement of carpet flooring, replacement of resilient flooring, and all necessary patching and painting.

Kensington Park Elementary, Miami, FL; Miami-Dade County Public Schools; Construction Budget: \$582,862; Completed: March 2016

– Project scope included major upgrades to fire alarm system to provide coverage throughout the entire school, repairs to the security alarm system including replacement of existing damaged components and sensors, mechanical improvements include the replacement of condenser units and air handler units, replacement of the Energy Management System including new controls throughout, installation of venting (exhaust) system in selected restrooms, replacement of windows, installation of new concrete slabs, all necessary patching and painting.

Coral Gables Preparatory Academy, Coral Gables, FL; Miami-Dade County Public Schools; Construction Budget: \$468,384; Completed: July 2016

– Project scope included the replacement of window AC units (window shakers) with new BARD standalone units, associated electrical and plumbing work and associated replacement of windows as needed. We also removed all conduits running along the exterior of the building, sealed all wall penetrations, performed necessary stucco repairs and waterproofing, and painted the building.

Coral Pine Park Tennis Center, Pinecrest FL; Construction Budget: \$894,500; Completed: February 2017

– This project is in the heart of the Pinecrest community and is visited by many residents and tennis professionals. The park offers Tennis, soccer, and baseball coaching, among other recreational activities, and remained in operation during the entire duration of construction. In addition, there are school buses that pick up and drop off approximately 20 kids Monday thru Friday at the park. Maintaining safety fences and visible signage was necessary to keep parents, children and coaching staff safe. Coordination between The Village of Pinecrest was key. Safety was of the utmost importance.

SHC provided Design-Build Services for the new construction of this 784 SF air-conditioned tennis center concession building with an attached 1,143 SF open colonnade. MCHARRY Associates along with BCC Engineering were retained by SHC to provide A/E services. Interior finishes included a terrazzo floor with integrated artwork, impact resistance windows and doors, high ceilings, and exposed tongue and groove ceilings. Exterior finishes included an oolitic stone cladding, precast trim for all openings, specialty pavers for walkways and exposed tongue and groove ceilings at the colonnade.

Hendricks Isle Townhouses – Phase II, 201, 203, 205, 207, & 209 Hendricks Isle, Fort Lauderdale, FL; Construction Budget: \$4,280,000; Completed: Construction in Progress – SHC is providing Construction Manager / General Contractor services for this new luxury 20,963 SF, 4-story townhouse project on Hendricks Isle off of Las Olas Boulevard in Ft. Lauderdale. The project consists of an auger cast pile foundation, CBS construction, and an aerial precast flooring system. SHC performed the Shell Portion of the project in order to keep the project on schedule and on track. The 5 townhouse units will be trimmed out with high-end finishes, cabinetry, and appliances. Each unit includes private elevator. Phase I is complete. SHC has been awarded Phase II which is ongoing.

Galloway Professional Building, Miami, FL; Construction Budget: \$4,100,000; Completed: April 2016 – Improvements and modernization of a 42,000 SF two-story office building. SHC is providing Design-Build services along with architect deForma Studio. Project scope involves exterior remodeling with demolition of mansard roof, new parapet wall, new stucco fascia and architectural details, new impact resistant window and door system, complete buildout of the 22,000 SF second floor equipped with all new mechanical, electrical, plumbing, elevator modernization, fire alarm, security alarm, CCTV, access control system and state-of-the-art IT components. Exterior improvements included parking lot improvements, asphalt resurfacing, site landscaping and installation of a new picnic gathering area for employee breaks.

CDR Maguire Office Headquarters, 8669 NW 36th Street, Suite 340, Doral, FL; Construction Budget: \$240,000; Completed: May 2014 – Construction services included a 1,200 SF tenant improvement CDR Maguire Headquarters located in the American Welders Society building in the City of Doral; project scope included tying all Mechanical, Electrical, and Plumbing components into the existing building systems and coordinating the scope of work in phases. Project was completed successfully and did not affect ongoing operations within the building, SHC maintained excellent customer service and satisfaction.

Towncare Dental Headquarters, 13195 SW 134th Street, Miami, FL; Construction Budget: \$1,560,000; Completed: April 2012 – Construction services included all site improvements consisting of a 52 space parking lot and required site lighting. Utilities consisted of new water and sewer connections. The 2-story 13,200 SF pre-cast joist and reinforced concrete building required 3-Phase Electrical Power; coordination, along with the required engineering, was provided to FPL to ensure proper specifications. Necessary curb cuts were provided and installed in the right-of-way. Site work drainage requirements consisted of a new French Drain system. Interior build-out included a call center, training room, gym, and child care center.

Stantec Consulting Services, Inc. (2008 to 2013)

SR 826 (Palmetto Expressway)/SR 836 (Dolphin Expressway) Interchange Design-Build-Finance Section 5, Miami-Dade County, FL; FDOT District Six – Project Controls Specialist for this reconstruction project (also known as Section 5). The project is a reconstruction of the SR 826/Palmetto Expressway and SR 836/Dolphin Expressway Interchange. Key project improvements and benefits included construction of new connections between SR 826 and SR 836 in all directions allowing motorists direct access and reducing travel times, construction of a new direct connection from northbound SR 826

to westbound SR 836, construction of connector ramps and frontage roads eliminating the need to use mainline SR 826 and SR 836, thereby minimizing traffic and providing access to local roads, relocation of Milam Dairy Road and reconstruction of on/off ramps, enhancing access to/from SR 836, interchange reconstruction at West Flagler Street with triple left turns for all movements enhancing access to and from the SR 826 ramps along with widening and resurfacing of West Flagler Street between SW / NW 76th Avenue and SW / NW 78th Place, installation of Intelligent Transportation Systems (ITS) cameras and sensors allowing for real-time traffic updates, as well as assisting in the rapid deployment of first responders and Road Rangers to clear disabled and accident vehicles from travel lanes, reconstruction NW 11th Street from NW 72nd Avenue with a connection to Milam Dairy Road, installation of new signalization, lighting and landscaping, and, reconstruction of NW 12th Street beneath SR 826.

New Direct Access along I-75 to SWFIA from South of Alico Road to Daniels Parkway, Lee County, FL; FDOT District One – Design-Build Coordinator for this Design-Build project that provides direct connection from I-75 to the Southwest Florida International Airport (SWFIA) Mid-Field Terminal Facilities in Fort Myers which serves over 7 million passengers each year and is the second fastest growing airport in Florida. The project involved the construction of five (5) bridges, five (5) miles of 4-lane C-D System adjacent to I-75 between Alico Road and Daniels Parkway with no net increase in the number of access points to/from I-75. It also includes construction of 1-mile new Terminal Access Road (TAR) with interchanges at I-75 and Ben Hill Griffin Parkway that ultimately ties in to the existing SWFIA Mid-Field Terminal Facility roadway.

SR /I-95 Design-Build from Indian River County Line to SR 60; Indian River County, FL; FDOT District Four – Design-Build Coordinator for this \$54.4 million project which involved widening I-95 to six lanes including reconstruction of the SR 60 interchange. Project included reconstruction of three mainline twin bridge structures located at 90th Avenue, 4th Street and SR 60. The mainline median width was modified through the reconstruction segments I-95 mainline at 4th Street, 90th Avenue and SR 60 to reduce/eliminate throwaway work. The modified alignment simplified construction and MOT. The firm produced several innovative solutions including Master Plan alignments for 4th Street/90th Avenue. The Master Plan alignments provide Indian River County the opportunity to build the future corridor expansions at a reasonable cost. The realignment at 90th Avenue improved the skew presented in the RFP Concept Plans. Re-designed ramps at SR 60 to facilitate construction, reduce MOT phases, embankment and walls, and construction duration without requiring any ramp closures. Developed cross slope correction algorithmic program with Geopak that optimized use of overbuild and readily identified trouble areas along the travel lanes and shoulders.

Build America, Inc. (1999 to 2008)

President – General & Engineering Contracting Firm focused on the delivery of turn-key commercial and residential construction projects. Total direct company revenue from turn-key construction projects surpassed \$20 million. Build America, as a retained Project Manager by local developers, was extremely successful in delivering over \$34 million of private building projects in its 10 year history. Build America played an active role as project consultants and participated in cost analysis for its clients. Managed several commercial office buildings, as well as, Section 8 housing projects. Responsibilities included: prepare and administrate construction budgets, create and track construction schedules, administer sub-contractor agreements, prepare payment requisitions, and facilitate project financials for all both site work and vertical construction. Extensive experience negotiating terms with financial institutions for construction and development funding.

Africair Headquarters, 13551 SW 132nd Avenue, Miami, FL; Construction Budget: \$2,300,000 Completed: March 2009 – Construction services included including all site improvements consisting of a 55 space parking lot, ADA sidewalks at building perimeter, and required site lighting. Utilities consisted

of new water and sewer connections, as well as a new 4" fire-main connection provided to meet the building's fire requirements. The 2-story pre-cast joist and reinforced concrete building required 3-Phase Electrical Power; coordination, along with the required engineering, was provided to FPL to ensure proper specifications. Site work drainage requirements consisted of a new French Drain system. Necessary curb cuts were provided and installed in the right-of-way. An entry gate feature was added to provide security.

RGB Plaza, 13501 SW 136th Street, Miami, FL; Construction Budget: \$4,400,000; Completed: December 2006 – Construction services included all site improvements consisting of a 104-space parking lot, ADA sidewalks at building perimeter, and required site lighting. Utilities consisted of new water and sewer connections, as well as a new 4-inch fire-main connection provided to meet the building's fire requirements. The 2-story 32,000 SF pre-cast joist and reinforced concrete building required 3-Phase Electrical Power; coordination, along with the required engineering, was provided to FPL to ensure proper specifications. Site work drainage requirements consisted of a new French Drain system. Necessary curb cuts were provided and installed in the right-of-way. Additionally, 42 of the parking spaces were provided under the second floor for a restaurant tenant.

BMQ Headquarters, 12901 SW 132nd Avenue, Miami, FL; Construction Budget: \$1,280,000 Completed: April 2005 – Construction services included all site improvements consisting of a 20 space parking lot, ADA sidewalks at building entrance, and required site lighting. Utilities consisted of new water and sewer connections. The 1-story commercial building consisted of a pre-cast twin tee reinforced concrete design and required 3-Phase Electrical Power; coordination, along with the required engineering, was provided to FPL to ensure proper specifications. Site work drainage requirements consisted of a new French Drain.

ANDRE C. HUE

Senior Superintendent

Mr. Hue has over thirty-three years of experience as Underground Utility Contractor and Heavy Equipment Operator projects. His background includes extensive involvement in parks, water and sewer and aviation projects. Mr. Hue' experience encompasses scheduling and project management.

Stonehenge Construction, LLC (2015 to Present)

Stonehenge Construction is a State Certified General Contracting Firm established in 2001 in Miami-Dade County. Over the past 17 years, the firm has developed a solid reputation in the construction industry. SHC thrives on providing its clients excellent construction management and building services in a thoroughly organized fashion. Our team of engineers, construction managers, and highly experienced supervisors work toward the common goal of completing projects on time and on budget without sacrificing quality coordination.

Certifications

- OSHA Training 40 hours
- Confined Space Entry Trainer
- Playground Safety Inspector
- Railroad Crossing Training

Project Experience

Miami-Dade County Public Schools (MDCPS) RFQ No. 104 - Construction Management-at-Risk (CMR) Miscellaneous Sheltered Market for Small/Micro Business Enterprises. Government Obligation Bond, Miami, FL: Work Assigned to Date: \$5,149,923 –

Stonehenge Construction is an approved Small Business Enterprises (SBE) Firm with MDCPS. SHC is under contract as a Construction Manager at Risk (CMR) and has been assigned eight projects by MDCPS within GOB Years 1-4. SHC performs preconstruction management functions and is accountable for all scheduling and coordination in both the design and construction phases of the projects, SHC is responsible for the successful, timely, and economical completion of the projects. Nine firms were selected to perform CMR for MDCPS under GOB, we are proud to have been the 1st firm to roll out the 1st project, meeting the Dash Board goal.

Miami Zoo Mission Everglades New Water and Sewer System

Project Owner: Miami-Dade County Parks and Recreation Department
 Project GC: PCL Construction Services
 Construction Contract Amount: \$1,387,000.00

Footings, Fence, Wired Mesh Viewing Screen, Electrical Containment System.



Years of Experience

33

Work History

Stonehenge Construction,
 LLC

2017 – Present

Hecol, LLC / Aye Aye
 Construction, LLC

2005 – 2015

Cooper Contracting, Inc.

1999 – 2005

S & C Construction Co.,
 Inc.

1995 – 1999

Education

B.S. Business
 Management, 1991,
 York College of PA.

Enclosure for:

- Otter
- FL. Brown Bear
- FL Panther
- Alligator
- Crocodile
- BobCat

Tropical America (Metro Zoo), Water and Sewer

Project Owner: Miami-Dade County Parks and Recreation Department

Project GC: PCL Construction

Construction Contract Amount: \$691,862.00

- Redesign of Agouti Enclosure
- Capibara Enclosure
- Tamarin Enclosure
- Elephant Pen
- Replace Otter Viewing Glass

Wings of Asia (Metro Zoo), Water, Sewer Paving & Drainage

Project Owner: Miami-Dade County Parks and Recreation Department

Project GC: PCL Construction

Construction Contract Amount: \$562,995.00

Upgrade Drainage Pump Stations at Harding Avenue

Project Owner: Florida Department of Transportation, District Six

Project GC: Central Florida Equipment

Construction Contract Amount: \$422,822.00 (Labor & Equipment).

Miami VA Hospital – Fisher House New Water and Sewer System

Project Owner: Miami Veterans Administration (VA) Hospital

Project GC: Biosphere

Construction Contract Amount: \$311,000.00

MDWASD - Pump Station (PS) 640

Project Owner: Miami-Dade Water and Sewer Department (MDWASD)

Project GC: Hecol, LLC

Construction Contract Amount: \$312,046.00

Pump Stations 7, 7A, And 10 Rehabilitation

Project Owner: City of Tamarac
Project GC: Cooper Contracting
Construction Contract Amount: \$389,417.00

Miami Intermodal Center (MIC) Pump Station 101

Project Owner: Florida Department of Transportation, District Six
Project GC: Central Florida Equipment
Construction Contract Amount: \$590,260.00 (Labor & Equipment)

Miami Intermodal Center (MIC) Water and Sewer

Project Owner: Florida Department of Transportation, District Six
Project GC: Central Florida Equipment
Construction Contract Amount: \$422,000.00 (Labor & Equipment)

Crandon Park Clubhouse Watermain, Drainage

Project Owner: Miami-Dade County Parks and Recreation Department
Project GC: PCL Construction
Construction Contract Amount: \$876,285.00

27 Sewer Force Main / Lummus Pump Station

Project Owner: PortMiami, PNO Ports
Project GC: Central Florida Equipment
Construction Contract Amount: \$141,736.30

Amelia West Pump Station

Project Owner: Miami-Dade County Parks and Recreation Department
Project GC: Shaw Environmental
Construction Contract Amount: \$119,241.99

MDAD – Buildings 25 and 7

Project Owner: Miami Dade Aviation Department
Project GC: DDM
Construction Contract Amount: \$236,222.00

Crandon Park Pump Station (4)

Project Owner: Miami-Dade County Parks and Recreation Department
Project GC: Shaw Environmental
Construction Contract Amount: \$389,331.00

MDAD - West Side Fuel Tender Facility

Project Owner: Miami Dade Aviation Department
Project GC: Gilbert Southern
Construction Contract Amount: \$428,079.77

MDAD – Building 48 Oil and Water Separator

Project Owner: Miami Dade Aviation Department
Project GC: DDM
Construction Contract Amount: \$193,000.00

MDWASD - Pump Station 318

Project Owner: Miami-Dade Water and Sewer Department
Project GC: RJR Construction
Construction Contract Amount: \$190,900.00

MDAD - OPF Emergency Trailers

Project Owner: Miami-Dade Aviation Department
Project GC: Owner
Construction Contract Amount: \$219,000.00

Crandon Marina Sewer Improvements

Project Owner: Miami-Dade County Parks and Recreation Department
Project GC: Cooper Contracting, Inc.
Construction Contract Amount: \$127,000.00

Crandon Golf Course Sewer Improvement

Project Owner: Miami-Dade County Parks and Recreation Department
Project GC: Cooper Contracting, Inc.
Construction Contract Amount: \$410,000.00

MDWASD - 731B, Pump Station (3), Gravity Sewer

Project Owner: Miami-Dade Water and Sewer Department
Project GC: Acosta Tractors
Construction Contract Amount: \$699,000.00

MDWASD - Installation of 16" Sludge Line (3000 Linear Feet)

Project Owner: Miami-Dade Water and Sewer Department
Project GC: Central Florida Equipment
Construction Contract Amount: \$136,983.00

Miami Norland Sr High School, Miami, FL; Construction Budget: \$318,484; Completed: January 2018 – CM at Risk Delivery for drainage improvements along NW 193rd Street to include installation of new drainage structures, and connection to existing drainage system. CM self-performed 100% of work.



SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

PROJECT TEAM/PERSONNEL
QUALIFICATIONS
TAB E

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

**FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS**

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: No Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Alejandro Duart	President	22	2001	CGC
Manuel Quintana	Vice-President	23	2012	CGC
David Garcia	Project Manager	17	2015	CGC
Eduardo Vilchez	Project Manager	40	2016	Underground Utility & Excavation
Claudia Castillo	Project Manager	15	2014	CGC

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the City:

N/A

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
Andre Hue	Field	Miami Springs	40	2021
Eduardo Vilchez	Office	Miami Springs	20	2021

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
Ballpark Maintenance Inc.	Field Work (Sod restoration)	01P00371

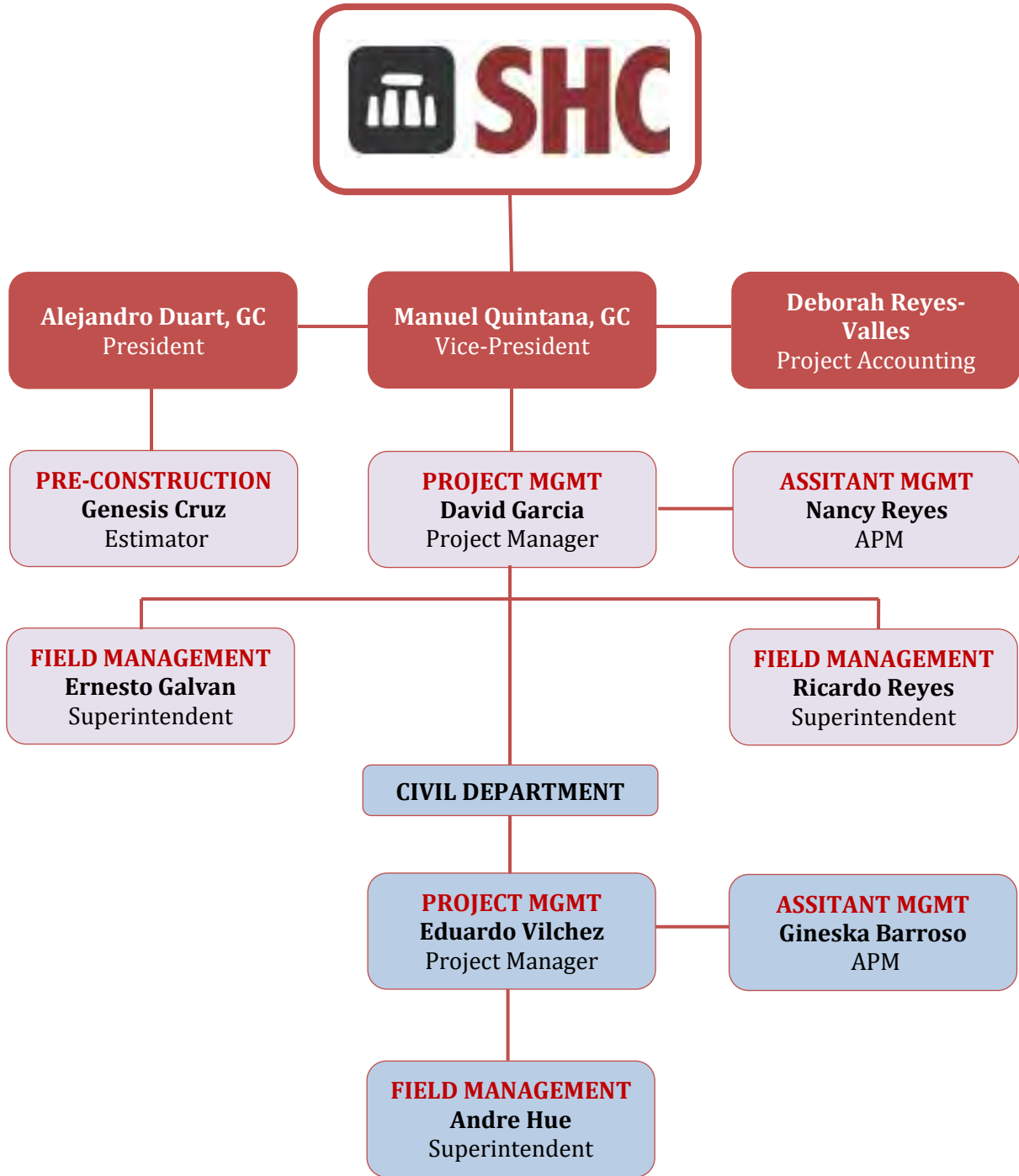
Firm: Stonehenge Construction LLC

Authorized Signature: _____

Date: 01/18/2021

Print or Type Name: Manuel Quintana

Title: Vice-President



Ballpark Maintenance, Inc.
8836 SW 131 Street
Miami, FL 33176

Ph: 305-259-0222

Fax: 305-278-2067

e-mail: kh@ballparkmaintenance.com

BALLPARK MAINTENANCE, INC.

Ballpark Maintenance, Inc. is owned and operated by Kevin Hardy and has been providing athletic field services to the local schools and municipalities over 30 years and as a corporation since 2005. Kevin Hardy is an experienced sports field manager as the former athletic fields head groundkeeper for the University of Miami for 25 years and is a Certified Sports Field Manager. The specialized athletic field services offered by our company are not provided by any other company in Miami Dade County. Our list of clients in Miami Dade County include the Miami Marlins, municipalities such as Miami Dade County Parks and Schools, the City of Doral, City of Hialeah Gardens, City of Miami, City of Miami Beach, the Village of Pinecrest, Village of Palmetto Bay, Village of Cutler Bay and numerous universities and private schools including the University of Miami, Florida International University, Barry University, Florida Memorial College, St. Thomas University, Miami Dade College, Palmer Trinity, Gulliver, Ransom Everglades, Westminster Christian, Dade Christian and Miami Christian.

Ballpark Maintenance, Inc. provides specialized turf maintenance services for the proper upkeep of athletic fields and facilities such as aerification, verti-cutting, topdressing, fertilization, pest control, herbicide spraying, clay installation and laser grading as well as renovations of playing fields and new construction of athletic fields.

Ballpark Maintenance, Inc. offers unmatched qualifications and expertise and is the sole source provider of these specialized athletic field maintenance services in Miami Dade County.

Sincerely,

Kevin Hardy
Certified Sports Field Manager



CTQB

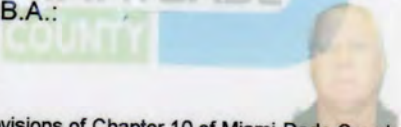
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

01P000371

BALLPARK MAINTENANCE INC

D.B.A.:

K Hardy
HARDY KEVIN C



Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2019



SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

PROJECT IMPLEMENTATION
STRATEGY

TAB F



STONEHENGE CONSTRUCTION. LLC

January 18, 2021

City of Miami Springs
City Clerk's Office
201 Westward Drive
Miami Springs, FL 33166

Reference: **RFP No. 02-20/21**
Prince Field Drainage Improvements

To Whom it may Concern:

Project Implementation Strategy for this project is to perform work as per construction documents.

Sincerely,
Stonehenge Construction, LLC

A handwritten signature in blue ink, appearing to read 'MQ' followed by a stylized flourish.

Manuel Quintana
Vice President



SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

FEE PROPOSAL

TAB G

FORM 12
PRICE PROPOSAL

THIS PRICE PROPOSAL SHALL BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE THAT WILL BE OPENED AFTER THE TECHNICAL PROPOSAL IS REVIEWED, EVALUATED, AND RANKED

Total for Prince Filed Drainage Improvements (as per plans) Proposal Amount: \$ 79,990.00

Optional Alternate:

Total for Swale Restoration Proposal Amount: \$ 19,323.00

French Drain Installation at the clay area \$57,441.00
(See Attached Exhibit A)

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: Stonehenge Construction, LLC

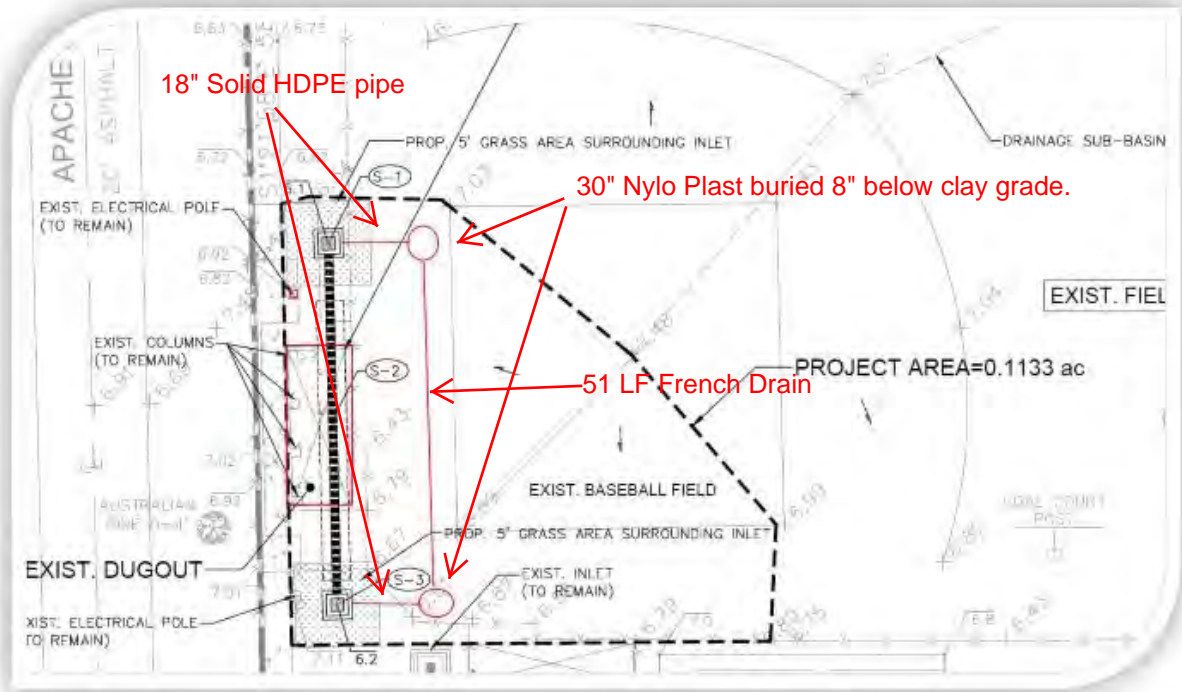
Authorized Signature: 

Print or Type Name: Manuel Quintana

Title: Vice-President

Date: 01/18/2021

Exhibit A





SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

CAD
TAB H



STONEHENGE CONSTRUCTION. LLC

January 18, 2021

City of Miami Springs
City Clerk's Office
201 Westward Drive
Miami Springs, FL 33166

Reference: **RFP No. 02-20/21**
Prince Field Drainage Improvements

To Whom it may Concern:

On behalf of Stonehenge Construction, LLC, Manuel Quintana would like to acknowledge that we will produce all work product using the latest version of AutoCAD; prior to and during construction.

Sincerely,
Stonehenge Construction, LLC

A handwritten signature in blue ink, appearing to read "M. Quintana", with a stylized flourish at the end.

Manuel Quintana
Vice President



SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

SPECIAL CONSIDERATIONS

TAB I

N/A



SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

INSURANCE

TAB J



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Robert Siler	
Coastal Premier Insurance Group, Inc.		PHONE (A/C, No, Ext): 561-995-9577	FAX (A/C, No):
902 Clint Moore Rd. Suite 132		E-MAIL ADDRESS: certificates@cpigsolutions.com	
Suite 132		INSURER(S) AFFORDING COVERAGE	
Boca Raton FL 33487		INSURER A: Mount Beacon Insurance Company	NAIC # 15592
INSURED		INSURER B: Underwriters at Lloyds, London	000565
Stonehenge Construction, LLC		INSURER C: BRIDGEFIELD CAS INS CO	10335
6401 SW 87th Ave Suite 200		INSURER D: LLOYDS OF LONDON	122000
Miami FL 33173		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			00083886-2	06/09/2020	06/09/2021	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Per Project Aggregate	\$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			STAU186993	04/30/2020	04/30/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			00083886-2	06/09/2020	06/09/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	830-33450	02/14/2020	02/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability			ANE1430509.19	04/01/2020	04/01/2021	Limit	500,000
							Aggregate	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
License # CGC 1504064 / License #CUC CUC057130

City of Miami Springs is listed as additional insured with respect to General Liability.
Prince Field Drainage Improvements

CERTIFICATE HOLDER	CANCELLATION
CITY OF MIAMI SPRINGS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1401 Westward Drive	AUTHORIZED REPRESENTATIVE
Miami Springs FL 33166	Robert Siler

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SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

BID SECURITY

TAB K

FORM 13
BID SECURITY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Stonehenge Construction, LLC

as Principal and Proposer, and Travelers Casualty and Surety Company of America

Hereinafter called Surety, are held and firmly bound unto the City of Miami Springs, a municipality within the State of Florida, and represented by its City Manager, in the sum of five percent of the proposed annual base bid amount of: \$ Five Percent of Amount Bid
(Written Dollar Amount) dollars (\$ 5%) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the City of Miami Springs for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

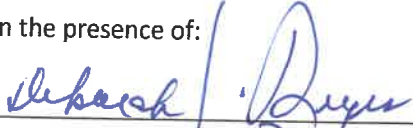
02-20/21
Prince Field Drainage Improvements

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Miami Springs and furnishes the Performance Bond, in an amount equal to one hundred percent of the **annual** base bid amount, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Miami Springs and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Stonehenge Construction, LLC as Principal herein, has caused these presents to be signed in its name by its Vice-President
_____ and attested by its President
_____ under its corporate seal, and the said Travelers Casualty and Surety Company of America
_____ as Surety herein, has caused these presents to be signed in its name by its Attorney-in-fact
_____ and attested in its name by its Secretary
_____ under its corporate seal, this 19th day of January, 2020.¹

In the presence of:



Witness #1 Print Name: DEBORAH REYES

Genesis Cruz

Witness #2 Print Name: Genesis Cruz

Stonehenge Construction, LLC
Signed, sealed and delivered by:

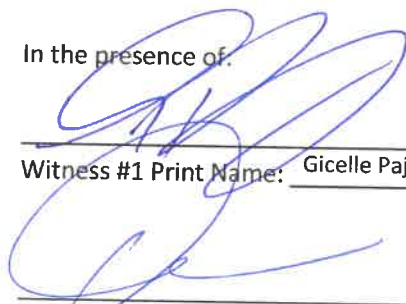


Print Name: MANUEL QUIROS

Title: VICE-PRESIDENT

Principal/Firm: _____

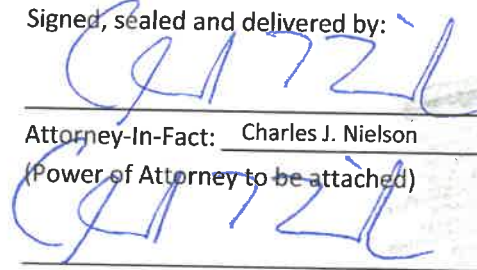
In the presence of:



Witness #1 Print Name: Gicelle Pajon

Witness #2 Print Name: Olga Iglesias

Travelers Casualty and Surety Company of America
Signed, sealed and delivered by:



Attorney-In-Fact: Charles J. Nielson

(Power of Attorney to be attached)

Resident Agent Charles J. Nielson



SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

FORMS

TAB L

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

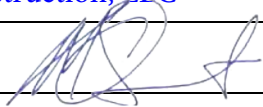
**FORM 4
ACKNOWLEDGEMENT OF ADDENDA**

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum 1	<input type="checkbox"/> Addendum 6
<input type="checkbox"/> Addendum 2	<input type="checkbox"/> Addendum 7
<input type="checkbox"/> Addendum 3	<input type="checkbox"/> Addendum 8
<input type="checkbox"/> Addendum 4	<input type="checkbox"/> Addendum 9
<input type="checkbox"/> Addendum 5	<input type="checkbox"/> Addendum 10

Firm: Stonehenge Construction, LLC

Authorized Signature:  Date: 01/18/2021

Print or Type Name: Manuel Quintana Title: _____

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____
Stonehenge Construction, LLC

_____ a business existing under the laws of the State of Florida (the
"Entity") held on January 18, 20 21, the following resolution was duly
passed and adopted:

"RESOLVED, that, Manuel Quintana, as _____
Vice-President of the Entity, be and is hereby authorized to
execute this Proposal dated 01/19, 20 21, on
behalf of the Entity and submit this Proposal to the City of Miami Springs,
and this Entity and the execution of this Certificate of Authority, attested
to by the Secretary of the Corporation, and with the Entity's Seal affixed,
will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this 18 day of January, 20 21.

Secretary: _____
Print Name: Manuel Quintana

President: _____
Print Name: Aljando Duart

(Seal)

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

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

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

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

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

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.


Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.


Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Consultant, 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 Consultant or Respondent. Material interest means 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 this transaction or bid, 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 bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**



Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Miami Springs or any person interested in the proposed Contract.



Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**


3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.



Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.



Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
Alejandro Duart	13100 SW 128th Street Miami, FL 33186	25%
Manuel Quintana	13100 SW 128th Street Miami, FL 33186	25%
Jose Muñoz	13100 SW 128th Street Miami, FL 33186	25%
Ariel Millan	13100 SW 128th Street Miami, FL 33186	25%

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

Name	Address
N/A	


Respondent Initials

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida.



Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida. Consultant understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.



Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: Genesis Cruz -

Print Name: Manuel Quintana

Witness #2 Print Name: Deborah Keys

Title: Vice-President

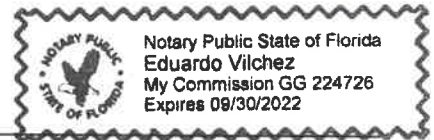
Firm: STONEHENGE CONSTRUCTION, LLC

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of January, 2021, by Manuel Quintana (name of person) as Vice - President (type of authority) for Stonehenge Construction LLC (name of party on behalf of whom instrument is executed).



Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

FORM 6

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: Stonehenge Construction, LLC

Authorized Signature: 

Date: 01/18/2021

Print or Type Name: Manuel Quintana

Title: Vice-President

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS**

**FORM 7
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X


3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the City of Miami Springs.

Firm: Stonehenge Construction, LLC

Authorized Signature:  **Date:** 01/18/2021

Print or Type Name: Manuel Quintana **Title:** _____

CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 02-20/21
PRINCE FIELD DRAINAGE IMPROVEMENTS

FORM 10
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>

By submitting a response to this RFP and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: Genesis Cruz -

Print Name: Manuel Quintana

Title: Vice-President

Witness #2 Print Name: Deborah Reyes -

Firm: Stonehenge Construction, LLC

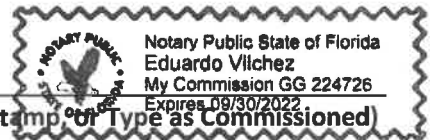
ACKNOWLEDGMENT

State of Florida

County of Dade County

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of January, 2021, by Manuel Quintana (name of person) as Vice - President (type of authority) for Stonehenge Construction LLC (name of party on behalf of whom instrument is executed).

[Signature]
Notary Public (Print, Stamp, or Type as Commissioned)



- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath



Welcome
Alejandro Duart

≡ MENU

Company Information

Company Name

Stonehenge Construction LLC

Company ID Number

1443457

Doing Business As (DBA) Name

Stonehenge Construction LLC

DUNS Number

025006770

Physical Location

Address 1

6401 SW 87 Ave

Address 2

#200

City

Miami

State

FL

Zip Code

33173

County

MIAMI-DADE

Mailing Address

Address 1

6401 SW 87 Ave

Address 2

#200

City

Miami

State

FL

Zip Code

33173

Additional Information

Employer Identification Number
651130591

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
Federal Contractor without FAR E-Verify Clause

[View / Edit](#)

NAICS Code
236 - CONSTRUCTION OF BUILDINGS

[View / Edit](#)

Total Hiring Sites
1

[View / Edit](#)

Total Points of Contact
3

[View / Edit](#)

[View Original MOU Template](#)

[View MOU](#)



Last Login: 08/22/2019 11:30 AM

U.S. Citizenship and Immigration Services

Enable Permanent Tooltips

Accessibility

Download Viewers

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: Stonehenge Construction, LLC

Authorized Signature: _____



Date: 01/18/2021

Print or Type Name: Manuel Quintana

Title: Vice-President

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Stonehenge Construction, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 13100 SW 128 Street	Requester's name and address (optional)
6 City, state, and ZIP code Miami, FL 33186	
7 List account number(s) here (optional)	

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
6	5	-	1	1	3	0	5	9	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>01/18/2021</u>
------------------	-----------------------------------	---------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

REFERENCES

TAB M

Galloway Investment Partners, LLC
6401 SW 87th Ave, Suite #200
Miami, FL 33156

May 10th, 2016

Stonehenge Construction, LLC
6401 SW 87th Ave
Miami, FL 33156

Dear Stonehenge Construction,

I am prompted to write to you to express my sincere appreciation for the exemplary manner in which your company performed on the Galloway Building. Throughout the course of construction, Stonehenge Construction employees displayed a high level of professionalism, experience, dedication and commitment to the quality of the project. Stonehenge promotes a teamwork orientated environment and worked well with the project team to overcome challenges during the course of construction.

It has been refreshing to work with a company that is dedicated to the "team" approach and assist the developer, architect, and consultants in making the construction process efficient and economical. We appreciate your personal involvement, availability and the attention that your field and office staff dedicated on this project.

In closing, I want to thank you personally for your efforts, which we recognize as having been an important factor in the success of completing this project as scheduled and on budget. We value your professionalism and we look forward to continued work with Stonehenge Construction in the future.

Sincerely,



Natalie M. Odio
Office Manger



Mark Spanioli, P.E.
Public Works Director
publicworks@pinecrest-fl.gov

VILLAGE OF PINECREST
Department of Public Works

May 26, 2016

Mr. Gus Pego, P.E., District Secretary
FDOT District 6
1000 NW 111th Avenue
Miami, FL 33172

RE: Letter of Recommendation

Dear Mr. Pego:

We are pleased to prepare this letter of recommendation on behalf of Stonehenge Construction, LLC. Stonehenge was selected as part of an advertised bid process to provide design-build services for a new tennis center project at one of our municipal parks. Stonehenge has provided the Village outstanding service and the management team has been extremely responsive. The project is on-time and on-budget and the Stonehenge group has been a pleasure to work with. In addition, I have had the pleasure of working with this company on prior assignments and they have always provided the same level of service time and time again.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Spanioli".

Mark Spanioli, P.E.
Public Works Director

Cc: Manny Quintana, Stonehenge Construction, LLC

10800 Red Road, Pinecrest, Florida 33156
T: 305.669.6916 | F: 305.669.6919
www.pinecrest-fl.gov



UNITED ARCHITECTS, INC.

ARCHITECTS, SPACE PLANNERS, CONSTRUCTION MANAGERS
4000 PONCE DE LEON BLVD, SUITE 470, CORAL GABLES, FL 33146
PHONE: 305-552-5465 CELLPHONE: 305-439-7898 MLC@UNITEDARCHS.COM

MARIA LUISA CASTELLANOS, R.A.
LEED AP, PRESIDENT
WWW.UNITEDARCHS.COM

August 30, 2016

Mr. Anthony Walsh
Project Manager
Miami-Dade County Public Schools
1450 NE 2nd Avenue, Third Floor
Miami, Florida 33132

Re: Coral Gables Preparatory (Old Merrick Site)
GO Bond funded Rem/Ren project
Project No. 01330100

Dear Mr. Walsh:

Manny Quintana, Claudia Castillo, Danny Duart and I went through the school yesterday verifying that the punchlist had been done.

I am happy to report that all the items on the punchlist were resolved. Moreover, I think that Stonehenge did an excellent job in completing the original contract items on this project.

Sincerely,

UNITED ARCHITECTS, INC.



Maria Luisa Castellanos, R.A., LEED AP
President



SHC



STONEHENGE CONSTRUCTION, LLC

PRINCE FIELD DRAINAGE
IMPROVEMENTS

PROPOSAL FOR RFP NO.02-20/21

DUE DATE: 01/19/2021

EXHIBIT A

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Robert Siler	
Coastal Premier Insurance Group, Inc.		PHONE (A/C, No, Ext): 561-995-9577	FAX (A/C, No):
902 Clint Moore Rd. Suite 132		E-MAIL ADDRESS: certificates@cpigsolutions.com	
Suite 132		INSURER(S) AFFORDING COVERAGE	
Boca Raton FL 33487		INSURER A: Mount Beacon Insurance Company	NAIC # 15592
INSURED		INSURER B: Underwriters at Lloyds, London	000565
Stonehenge Construction, LLC		INSURER C: BRIDGEFIELD CAS INS CO	10335
6401 SW 87th Ave Suite 200		INSURER D: LLOYDS OF LONDON	122000
Miami FL 33173		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		00083886-2	06/09/2020	06/09/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						Per Project Aggregate	\$ 1,000,000
B	AUTOMOBILE LIABILITY			STAU186993	04/30/2020	04/30/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			00083886-2	06/09/2020	06/09/2021	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED RETENTION \$						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		830-33450	02/14/2020	02/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability			ANE1430509.19	04/01/2020	04/01/2021	Limit	500,000
							Aggregate	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

License # CGC 1504064 / License #CUC CUC057130

City of Miami Springs is listed as additional insured with respect to General Liability.
Prince Field Drainage Improvements

CERTIFICATE HOLDER **CANCELLATION**

CITY OF MIAMI SPRINGS 1401 Westward Drive Miami Springs FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert Siler

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EXHIBIT C

SITE PLANS FOR PRINCE FIELD DRAINAGE IMPROVEMENTS

343 PAYNE DRIVE
MIAMI SPRINGS, FLORIDA 33166



VICINITY MAP
N.T.S.

CITY OF MIAMI SPRINGS, FLORIDA
SECTION 24 , TOWNSHIP 53 SOUTH, RANGE 40 EAST

NOTES:

1. ALL CONSTRUCTION MUST MEET ALL CITY OF MIAMI SPRINGS CODES AND LAND DEVELOPMENT REGULATIONS.
2. ALL OTHERS PERMITS REQUIRED FOR THIS PROJECT MUST BE OBTAINED. A FLORIDA DEP NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER AN NPDES PERMIT MUST BE FILED WITH FLORIDA DEP FOR ALL SITES WHICH ARE ONE (1) ACRE AND GREATER.
3. CERTIFICATION OF COMPLETION FROM THE ENGINEERING OF RECORD TO BE SUBMITTED TO THE CITY PRIOR TO C.O.

LEGAL DESCRIPTION:

LOTS 1 THRU 8 AND LOTS 11, 13 ,15 AND LOTS 18 THRU 21, LOT 23 AND LOTS 26 THRU 31 OF GOLF COURSE ADDITION TO THE TOWN OF HIALEAH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8 PAGE 91 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA
AND
TRACTS A-B-C-D OF BLOCK 11 OF REVISED PLAT OF GOLF COURSE ADDITION TO THE TOWN OF HIALEAH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34 PAGE 38 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA
CONTAINING A NET AREA OF 3.59 ACRES MORE OR LESS

CLIENT

CITY OF MIAMI SPRINGS
201 WESTWARD DRIVE
MIAMI SPRINGS, FLORIDA 33166
PHONE: 305-805-5035

ENGINEER

BERMELLO AJAMIL & PARTNERS, INC
2601 SOUTH BAYSHORE DRIVE, 3RD FLOOR
MIAMI FLORIDA, 33133
PHONE: 305-859-7835
CONTACT: MARIA ZAPATA, P.E.

SOIL CONSULTANT

DYNATECH ENGINEERING CORP.
750 WEST 84th STREET
HIALEAH, FLORIDA 33014
PHONE: 305-828-7499
CONTACT: WISSAM NAAMANI, P.E.

PERMITTING AGENCIES

BUILDING DEPARTMENT
201 WESTWARD DRIVE, 2nd FLOOR
MIAMI SPRINGS, FLORIDA 33166
PHONE: 305-808-5030

STORM WATER
MIAMI-DADE COUNTY DERM
701 NW 1ST COURT
MIAMI, FLORIDA 33136
PHONE: 305-372-8681
CONTACT: CAMILO IGNACIO

PUBLIC WORKS DEPARTMENT
345 NORTH ROYAL POINCIANA BLVD.
MIAMI SPRINGS, FLORIDA 33166
PHONE: 305-805-5170

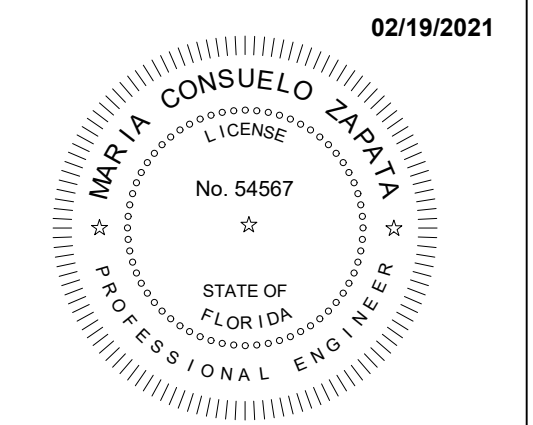
CIVIL PLAN INDEX

- C-0 COVER SHEET
- C-1 GENERAL NOTES
- C-2 DEMOLITION PLAN
- C-3 EROSION CONTROL PLAN
- C-4 EROSION CONTROL NOTES & DETAILS
- C-5 PAVING, GRADING AND DRAINAGE PLAN
- C-6 DRAINAGE DETAILS

(X) = NOT INCLUDED IN THIS SUBMITTAL



BERMELLO AJAMIL AND PARTNERS, INC.
2601 S BAYSHORE DRIVE, SUITE 1000
MIAMI, FL 33133
TEL: 305-859-2050
WWW.BERMELLOAJAMIL.COM



MARIA C. ZAPATA
FL P.E. No. 54567
FLORIDA LICENSED PROFESSIONAL ENGINEER
This item has been digitally signed and sealed by Maria C. Zapata, P.E. on the date adjacent to the seal.
Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PERMIT SET	
REVISIONS:	

PROJECT NAME:
PRINCE FIELD DRAINAGE IMPROVEMENTS

PROJECT ADDRESS:
343 PAYNE DRIVE
MIAMI SPRINGS, FL 33166



PROJECT NUMBER: 17069
SCALE: AS NOTED
DATE: 07-06-2020
SHEET NAME:

COVER SHEET

SHEET NUMBER:
C-0

GENERAL PROVISIONS

1. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS.
2. ALL CONSTRUCTION PROJECTS 1 OR MORE ACRES IN SIZE THAT DISCHARGE TO OFFSITE AREAS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION ACT (NPDES) GENERAL PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES. IN ORDER TO MEET NPDES REQUIREMENTS, THE CONTRACTOR IS RESPONSIBLE FOR PREPARING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND OBTAINING NECESSARY PERMITS FROM THE CONTRACTOR OR AN EXISTING BASIS. ALL COSTS FOR PERMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.
3. START OUT THE CONSTRUCTION, ESTABLISH LINES AND LEVELS, TEMPORARY BENCHMARKS, BATTER BOARDS, CENTERLINES, BASELINES, AND REFERENCE POINTS AND VERIFY ALL DIMENSIONS AND LOCATIONS TO THE ENGINEER BEFORE COMMENCING WORK.
4. PROTECT ALL TREES AND SHRUBS LOCATED OUTSIDE THE RIGHT-OF-WAY, EASEMENTS, AND OWNER SECURED PROPERTY, PARTICULARLY THOSE TREES AND SHRUBS LOCATED ADJACENT TO WORK AREAS.
5. WITHIN THE RIGHT-OF-WAY, EASEMENTS, AND OWNER SECURED PROPERTY, THE INTENT IS TO ALLOW TREES AND SHRUBS TO REMAIN IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: NEW ROADWAY CONSTRUCTION - TREES AND SHRUBS TO REMAIN WHERE LOCATED MORE THAN 15 FEET FROM THE BACK OF CURB, OR OUTSIDE THE LIMITS OF EXCAVATION OR FILL AREAS, WHICHEVER IS FURTHER; UTILITY PIPELINE CONSTRUCTION - TREES AND SHRUBS TO REMAIN OUTSIDE A 15 FOOT WIDE PATH, CENTERED ON THE PIPELINE.
6. TREES TO REMAIN IN THE CONSTRUCTION AREA SHALL BE BOXED, FENCED OR OTHERWISE PROTECTED IN ACCORDANCE WITH DETAILS ON THE DRAWINGS. DO NOT PERMIT HEAVY EQUIPMENT OR STOCKPILES WITHIN BRANCH SPREAD.
7. AREAS TO RECEIVE CLEARING AND GRUBBING SHALL INCLUDE ALL AREAS TO BE OCCUPIED BY THE PROPOSED IMPROVEMENTS, AREAS FOR FILL AND SITE GRADING, AND BORROW SITES. REMOVE TREES OUTSIDE OF THESE AREAS ONLY AS INDICATED ON THE DRAWINGS OR AS APPROVED IN WRITING BY THE ENGINEER.
8. CLEARING SHALL CONSIST OF REMOVING TREES AND BRUSH AND DISPOSAL OF OTHER MATERIALS THAT ENDOURAGE UPON OR OTHERWISE OBSTRUCT THE WORK.
9. EXERCISE EXTREME CARE DURING THE CLEARING AND GRUBBING OPERATIONS. DO NOT DAMAGE EXISTING STRUCTURES, PIPES OR UTILITIES.
10. GRUBBING SHALL CONSIST OF REMOVING AND DISPOSING OF STUMPS, ROOTS LARGER THAN 2" IN DIAMETER, AND MATTED ROOTS. REMOVE TO A DEPTH OF NOT LESS THAN 18" BELOW THE ORIGINAL SURFACE LEVEL OF THE GROUND.
11. ALL COMBUSTIBLE DEBRIS AND REFUSE FROM SITE PREPARATION OPERATIONS SHALL BE REMOVED TO LEGAL OFFSITE DISPOSAL AREAS.

SITE PREPARATION

1. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THE PROPERTY, RIGHT-OF-WAY, AND EASEMENTS AS INDICATED ON THE DRAWINGS. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS IN SURROUNDING PROPERTIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR ON AN EXISTING BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.
2. START OUT THE CONSTRUCTION, ESTABLISH LINES AND LEVELS, TEMPORARY BENCHMARKS, BATTER BOARDS, CENTERLINES, BASELINES, AND REFERENCE POINTS AND VERIFY ALL DIMENSIONS AND LOCATIONS TO THE ENGINEER BEFORE COMMENCING WORK.
3. PROTECT ALL TREES AND SHRUBS LOCATED OUTSIDE THE RIGHT-OF-WAY, EASEMENTS, AND OWNER SECURED PROPERTY, PARTICULARLY THOSE TREES AND SHRUBS LOCATED ADJACENT TO WORK AREAS.
4. WITHIN THE RIGHT-OF-WAY, EASEMENTS, AND OWNER SECURED PROPERTY, THE INTENT IS TO ALLOW TREES AND SHRUBS TO REMAIN IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: NEW ROADWAY CONSTRUCTION - TREES AND SHRUBS TO REMAIN WHERE LOCATED MORE THAN 15 FEET FROM THE BACK OF CURB, OR OUTSIDE THE LIMITS OF EXCAVATION OR FILL AREAS, WHICHEVER IS FURTHER; UTILITY PIPELINE CONSTRUCTION - TREES AND SHRUBS TO REMAIN OUTSIDE A 15 FOOT WIDE PATH, CENTERED ON THE PIPELINE.
5. TREES TO REMAIN IN THE CONSTRUCTION AREA SHALL BE BOXED, FENCED OR OTHERWISE PROTECTED IN ACCORDANCE WITH DETAILS ON THE DRAWINGS. DO NOT PERMIT HEAVY EQUIPMENT OR STOCKPILES WITHIN BRANCH SPREAD.
6. AREAS TO RECEIVE CLEARING AND GRUBBING SHALL INCLUDE ALL AREAS TO BE OCCUPIED BY THE PROPOSED IMPROVEMENTS, AREAS FOR FILL AND SITE GRADING, AND BORROW SITES. REMOVE TREES OUTSIDE OF THESE AREAS ONLY AS INDICATED ON THE DRAWINGS OR AS APPROVED IN WRITING BY THE ENGINEER.
7. CLEARING SHALL CONSIST OF REMOVING TREES AND BRUSH AND DISPOSAL OF OTHER MATERIALS THAT ENDOURAGE UPON OR OTHERWISE OBSTRUCT THE WORK.
8. EXERCISE EXTREME CARE DURING THE CLEARING AND GRUBBING OPERATIONS. DO NOT DAMAGE EXISTING STRUCTURES, PIPES OR UTILITIES.
9. GRUBBING SHALL CONSIST OF REMOVING AND DISPOSING OF STUMPS, ROOTS LARGER THAN 2" IN DIAMETER, AND MATTED ROOTS. REMOVE TO A DEPTH OF NOT LESS THAN 18" BELOW THE ORIGINAL SURFACE LEVEL OF THE GROUND.
10. ALL COMBUSTIBLE DEBRIS AND REFUSE FROM SITE PREPARATION OPERATIONS SHALL BE REMOVED TO LEGAL OFFSITE DISPOSAL AREAS.

GRADING

1. GRADING SHOWN ON THESE PLANS ARE PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL BE EXPECTED TO GRADE THE ENTIRE SITE TO MEET THE GRADING INTENT OF THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BETWEEN COURTS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER PRIOR TO DEMONSTRATION OF GRADING EQUIPMENT TO DETERMINE THAT THE SLOPE INTENT HAS BEEN ACHIEVED.
2. ALL PAVING SURFACES IN INTERSECTIONS AND ADJACENT SECTIONS SHALL BE GRADED TO DRAIN PROPERLY AND TO PROVIDE A SMOOTHLY TRANSITIONED DRAINAGE SURFACE FOR VEHICLES WITH NO SHARP BORDERS AND NO UNDESIRABLE CROSS SLOPES. THE STAGGERED CROWN MAY HAVE TO BE CHANGED IN ORDER TO DRAIN PROPERLY IN THE AREA OF INTERSECTIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH THE ABOVE AND THE ENGINEER SHALL BE CONSULTED IF THERE MAY BE ANY AND ALL REQUIRED INTERSECTIONS OF THE PLANS OR IF SUPPLEMENTARY INSTRUCTIONS TO ACCOMPLISH THE INTENT OF THE PLANS.
3. UNIFORM SMOOTH GRADE THE SITE. DEPRESSIONS FROM SETTLEMENT SHALL BE FILLED AND COMPACTED. TOPS OF EMBANKMENTS AND BREAKS IN GRADE SHALL BE REFINISHED. FINISHED SURFACES SHALL BE REASONABLY SMOOTH. COMPACTED, FREE FROM IRREGULAR SURFACE CHANGES AND COMPARABLE TO THE SMOOTHNESS OBTAINED BY BLADE, GRADER OPERATIONS.
4. SLOPE GRADES TO DRAIN AWAY FROM STRUCTURES AT A MINIMUM OF 1/4-INCH PER FOOT FOR 10 FEET. FINISHED SURFACES ADJACENT TO PAVED AREAS AND WITHIN 10 FEET OF STRUCTURES SHALL BE WITHIN 1 INCH OF THE PROPOSED GRADE. ALL OTHER AREAS SHALL BE WITHIN 3 INCHES OF THE PROPOSED GRADE.
5. NEWLY GRADED AREAS SHALL BE PROTECTED FROM TRAFFIC AND EROSION. ALL SETTLEMENT OR WASHING AWAY THAT MAY OCCUR FROM ANY CAUSE PRIOR TO SEEDING OR ACCEPTANCE SHALL BE REPAIRED AND GRADES RE-ESTABLISHED TO THE REQUIRED ELEVATIONS AND SLOPES AT NO ADDITIONAL COST TO THE OWNER.

EXCAVATION, TRENCHING, AND FILL

1. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (FS 563.555-64). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.
2. ROUGH EXCAVATE AND GRADE ANY PROPOSED STORMWATER PONDS AT THE START OF SITE GRADING ACTIVITIES. DIRECT SITE RUNOFF TO THE POND TO MINIMIZE RUNOFF TO OFFSITE AREAS.
3. POND CONSTRUCTION SHALL RESULT IN THE FINISHED POND HAVING SIDE SLOPES AND DIMENSIONS THAT ARE IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THESE REQUIREMENTS HAVE BEEN MET. IF THE CONSTRUCTED SIDE SLOPES ARE STEEPER THAN THE REQUIRED SIDE SLOPES, OR THE POND VOLUME IS NOT WITHIN THREE (3) PERCENT OF THE DESIGN VOLUME, THE CONTRACTOR MAY BE REQUIRED TO MAKE CORRECTIONS TO THE POND AT NO ADDITIONAL COST TO THE OWNER.
4. FIELD DENSITY TESTING FREQUENCIES: A) ONE TEST FOR EACH 10,000 SQUARE FEET OR FRACTION THEREOF PER LIFT OF GENERAL BACKFILL, MINIMUM 2 TESTS EACH LAYER; B) ONE TEST FOR EACH 100 SQUARE FEET OR FRACTION THEREOF OF BACKFILL AROUND AND UNDER STRUCTURES; C) ONE TEST FOR EACH 500 LINEAL FEET OR FRACTION THEREOF OF GENERAL BACKFILL IN THE PIPELINE TRENCH; D) ONE TEST PER LIFT PER EACH CHANGE IN TYPE OF FILL; E) ONE TEST PER 1000 SQUARE FEET OF PAVEMENT SURGRADE, MINIMUM OF 2 TESTS.
5. IT IS INTENDED THAT PREVIOUSLY EXCAVATED MATERIALS CONFORMING TO THE FOLLOWING REQUIREMENTS BE UTILIZED WHEREVER POSSIBLE:
 - A. ACCEPTABLE MATERIALS: ASHTO M45 CLASSIFICATION A-1, A-3, A-2-4, A-2-6, ASTM D2487 CLASSIFICATION GP, GM, SM, SW, SP, UNLESS OTHERWISE SPECIFIED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS. NO MORE THAN 12% OF ACCEPTABLE MATERIALS SHALL PASS THE NUMBER 200 SIEVE.
 - B. UNACCEPTABLE MATERIALS: ASHTO M145 CLASSIFICATION A-2-5, A-2-7, A-4, A-5, A-6, A-7, A-8, ASTM D2487 CLASSIFICATION GC, SC, ML, MH, CL, CH, OL, OH, PT, UNLESS OTHERWISE APPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS.
6. PROVIDE BARRIERS, WARNING LIGHTS AND OTHER PROTECTIVE DEVICES AT ALL EXCAVATIONS.
7. SIDEWALKS, ROADS, STREETS, AND PAVEMENTS SHALL NOT BE BLOCKED OR OBSTRUCTED BY EXCAVATED MATERIALS, EXCEPT AS AUTHORIZED BY THE ENGINEER. IN WHICH CASE, ADEQUATE TEMPORARY PROVISIONS MUST BE MADE FOR SATISFACTORY TEMPORARY PASSAGE OF PEDESTRIANS, AND VEHICLES. MINIMIZE INCONVENIENCE TO PUBLIC TRAVEL OR TO TENANTS OCCUPYING ADJOINING PROPERTY.
8. FURNISH, INSTALL, AND MAINTAIN, WITHOUT ADDITIONAL COMPENSATION, SHEETING, BRACING, AND SHORING SUPPORT REQUIRED TO KEEP EXCAVATIONS WITHIN THE PROPERTY OR EASEMENTS PROTECTED TO PROTECT SIDES OF THE EXCAVATION AND TO PREVENT ANY MOVEMENT WHICH MAY DAMAGE ADJACENT PAVEMENTS OR STRUCTURES, DAMAGE OR DELAY THE WORK, OR ENDANGER LIFE AND HEALTH. VOIDS OUTSIDE THE SUPPORTS SHALL BE IMMEDIATELY FILLED AND COMPACTED.
9. ALL EXCAVATIONS SHALL BE MADE BY OPEN CUT UNLESS OTHERWISE INDICATED. SLOPE SIDES OF TRENCHES IN ACCORDANCE WITH OSHA REQUIREMENTS AND THE RECOMMENDATIONS CONTAINED WITHIN THE PROJECT GEOTECHNICAL REPORT.
10. EXCAVATE TRENCHES TO DEPTH INDICATED OR UNLESS FOR INDICATED FLOOD VENTS AND INVERT ELEVATIONS. OVER EXCAVATE TRENCHES A MINIMUM OF 2 FEET WHERE EXCAVATIONS OCCUR WITHIN UNSATURATED SOILS, AND REPLACE OVER EXCAVATED MATERIAL WITH SUITABLE SOILS.
11. EXCEPT AS OTHERWISE INDICATED, EXCAVATE FOR PRESSURE PIPING SO TOP OF PIPING IS MINIMUM 3 FEET BELOW FINISHED GRADE.
12. TRENCH BOTTOMS AND THE BOTTOMS OF ALL STRUCTURES SHALL BE KEPT DRY, COMPACTED, AND STABLE TO A DEPTH TWO FEET BELOW THE BOTTOM OF THE TRENCH OR STRUCTURE.
13. ALL BEDDING, FILL, AND BACKFILL MATERIAL SHALL BE SUITABLE SOILS OR FLOWABLE FILL. WHERE TRENCH OR EXCAVATION IS WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, FOUNDATIONS, OR SLABS, PLACE BACKFILL IN LAYERS OF 8 INCH LOOSE DEPTH. IN ALL OTHER AREAS, PLACE FILL AND BACKFILL IN LAYERS OF 12 INCH LOOSE DEPTH.
14. MINIMUM DENSITY REQUIREMENTS (ASTM D1557 OR ASHTO T193): BACKFILL AND FILL UNDER AND WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, SLABS, FOUNDATIONS - 98 PERCENT; BACKFILL AND FILL PLACED WITHIN PUBLIC ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS - 95 PERCENT; BACKFILL AND FILL PLACED WITHIN POND AND ROAD EMBANKMENT - 95 PERCENT; BACKFILL AND FILL PLACED IN ALL OTHER AREAS - 90 PERCENT.

UTILITY SEPARATION REQUIREMENTS

1. THE HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER, STORM SEWER, WASTEWATER FORCE MAINS, STORMWATER FORCE MAINS, RECLAIMED WATER MAINS AND GREYS SEWAGE TREATMENT AND DISPOSAL SYSTEM SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
 - A. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF THREE FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, VACUUM TYPE SANITARY SEWER AND RECLAIMED WATER MAIN.
 - B. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF SIX FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER AND WASTEWATER FORCE MAIN. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN THE OUTSIDE OF WATER MAINS AND THE OUTSIDE OF GRAVITY SANITARY SEWERS CAN BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS AT LEAST 30 INCHES ABOVE THE TOP OF THE SEWER.
 - C. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF TEN FEET FROM ALL PARTS OF ANY EXISTING OR PROPOSED ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM SUCH AS SEPTIC TANKS, DRAINFIELDS, AND GREASE TRAPS. ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS DO NOT INCLUDE PACKAGE SEWAGE TREATMENT FACILITIES AND PUBLIC WASTEWATER TREATMENT FACILITIES.
2. THE VERTICAL SEPARATION BETWEEN WATER MAINS AND SANITARY AND STORM SEWER, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER MAINS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
 - A. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER. SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE OUTSIDE OF THE SEWER. WHERE IT IS NOT POSSIBLE FOR THE WATER MAIN TO CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER, THEN THE WATER MAIN CAN CROSS UNDER THESE TYPES OF PIPELINE SYSTEMS PROVIDED THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE PIPELINE. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM VACUUM TYPE SANITARY SEWER JOINTS, AND AT LEAST SIX FEET FROM GRAVITY SANITARY SEWER JOINTS.
 - B. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED RECLAIMED WATER MAINS, WASTEWATER FORCE MAINS AND STORMWATER FORCE MAINS. WHETHER THE WATER MAIN CROSSES OVER OR UNDER THESE TYPES OF PIPELINE SYSTEMS, THE OUTSIDE OF THE WATER MAIN SHALL BE AT LEAST 12 INCHES FROM THE OUTSIDE OF THE EXISTING OR PROPOSED RECLAIMED WATER MAIN, WASTEWATER FORCE MAIN AND STORMWATER FORCE MAIN. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM RECLAIMED WATER MAIN JOINTS AND STORMWATER FORCE MAIN JOINTS, AND AT LEAST SIX FEET FROM THE JOINTS OF WASTEWATER FORCE MAINS.
3. NO WATER MAIN SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SANITARY SEWER MANHOLE.
4. NEW OR RELOCATED FIRE HYDRANTS SHALL BE LOCATED SUCH THAT THE UNDERGROUND DRAIN (WEEP HOLE) IS AT LEAST:
 - A. THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER MAIN, OR VACUUM TYPE SANITARY SEWER.
 - B. SIX FEET FROM ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER AND WASTEWATER FORCE MAIN.
 - C. TEN FEET FROM ANY ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM SUCH AS SEPTIC TANKS, DRAINFIELDS, AND GREASE TRAPS. ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS DO NOT INCLUDE PACKAGE SEWAGE TREATMENT FACILITIES AND PUBLIC WASTEWATER TREATMENT FACILITIES.
5. THE FOLLOWING ARE ACCEPTABLE ALTERNATIVE CONSTRUCTION WARRANTIES WHERE IT IS NOT POSSIBLE TO MEET THE SEPARATION REQUIREMENTS, AND ARE ONLY TO BE IMPLEMENTED UPON RECEIPT OF EXPRESSED WRITTEN CONSENT FROM THE ENGINEER. IMPLEMENTATION OF THESE MEASURES WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ENGINEER COULD RESULT IN THE REQUIREMENT THAT THE INSTALLED UNAPPROVED MEASURES BE REMOVED AND REPLACED AT NO COST:
 - A. WHERE A WATER MAIN IS LESS THAN THE REQUIRED MINIMUM HORIZONTAL DISTANCE FROM ANOTHER PIPELINE AND WHERE A WATER MAIN CROSSES ANOTHER PIPELINE AND JOINTS IN THE WATER MAIN ARE LESS THAN THE MINIMUM REQUIRED DISTANCE BETWEEN THE JOINTS IN THE OTHER PIPELINE:
 - 1) USE OF PRESSURE RATED PIPE CONFORMING TO AWWA STANDARDS FOR A GRAVITY OR VACUUM TYPE PIPELINE.
 - 2) USE OF WELDED, FUSED, OR OTHERWISE RESTRAINED JOINTS FOR EITHER PIPELINE.
 - 3) USE OF WATERTIGHT CASING PIPE OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR EITHER PIPE.
 - B. WHERE A WATER MAIN IS LESS THAN THREE FEET HORIZONTALLY FROM ANOTHER PIPELINE AND OR WHERE A WATER MAIN CROSSES ANOTHER PIPELINE LESS THAN THE REQUIRED MINIMUM SEPARATION:
 - 1) USE OF PIPE OR CASING PIPE, HAVING HIGH IMPACT STRENGTH AT LEAST EQUAL TO 0.25 INCH THICK DUCTILE IRON PIPE, OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE WATER MAIN AND FOR THE OTHER PIPELINE IF THE OTHER PIPELINE COVEYS WASTEWATER OR RECLAIMED WATER.

PRECAST STRUCTURES AND APPURTENANCES

1. ALL MANHOLES SHALL BE PRECAST CONSTRUCTION. THE MINIMUM SIZE DIAMETER OF MANHOLES SHALL BE 48" FOR SEWER LINES 24" IN DIAMETER OR LESS. INTEGRALLY CAST STEPS WITHIN PRECAST STRUCTURES ARE NOT ALLOWED.
2. BASES SHALL BE ONE-PIECE PRECAST BASE SECTIONS CONSISTING OF INTEGRALLY CAST LAB, BOTTOM RING SECTION AND CONCRETE FLOW CHANNELS. BASE SECTIONS SHALL HAVE INTEGRAL INVERTS WITH GASKETS TO MATCH THE PIPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ALL INVERT ANGLES. PROVIDE OUTLET STUBS WITH JOINTS TO MATCH THE PIPE.
3. RISERS SHALL BE PRECAST REINFORCED CONCRETE PER ASTM C478, MANUFACTURED USING SULFATE RESISTANT CEMENT (ASTM C150, TYPE II). RISERS SHALL BE 48-INCH DIAMETER UNLESS OTHERWISE INDICATED AND SHALL HAVE A MINIMUM WALL THICKNESS OF 5 INCHES.
4. GASKETS FOR SEATING PRECAST SECTIONS SHALL BE COLO-ADHESIVE PREFORMED PLASTIC GASKETS CONFORMING TO FOOT SPECIFICATION 942-2, UNLESS OTHERWISE INDICATED. CONE TOP SECTIONS SHALL BE PRECAST. ECCENTRIC TYPE WITH 3/4-INCH DIAMETER TOP OPENING CONFORMING TO ASTM C923. CONCRETE RISERS SHALL BE PRECAST. ECCENTRIC TYPE WITH 3/4-INCH DIAMETER TOP OPENING CONFORMING TO ASTM C923. WHERE CONNECTORS ARE USED, THEY SHALL BE INSTALLED IN THE MANHOLE WALL BY ACTIVATING THE EXPANDING MECHANISM IN STRICT ACCORDANCE WITH THE RECOMMENDATION OF THE CONNECTOR MANUFACTURER. THE USE OF ADHESIVES OR LUBRICANTS FOR INSTALLATION OF RUBBER CONNECTORS IS PROHIBITED.
5. UNLESS OTHERWISE INDICATED, CONE TOP SECTIONS SHALL BE PRECAST. ECCENTRIC TYPE WITH 3/4-INCH DIAMETER TOP OPENING CONFORMING TO ASTM C923. CONCRETE RISERS SHALL BE PRECAST. ECCENTRIC TYPE WITH 3/4-INCH DIAMETER TOP OPENING CONFORMING TO ASTM C923. WHERE CONNECTORS ARE USED, THEY SHALL BE INSTALLED IN THE MANHOLE WALL BY ACTIVATING THE EXPANDING MECHANISM IN STRICT ACCORDANCE WITH THE RECOMMENDATION OF THE CONNECTOR MANUFACTURER. THE USE OF ADHESIVES OR LUBRICANTS FOR INSTALLATION OF RUBBER CONNECTORS IS PROHIBITED.
6. PROVIDE A FLEXIBLE WATERTIGHT SEAL OF THE PIPE TO THE MANHOLE. CONNECTION OF CONCRETE PIPE TO THE MANHOLE SHALL BE MADE WITH NON-SHM METALLIC GROUT. CONNECTION OF DUCTILE IRON OR PVC PIPE TO THE MANHOLE SHALL PROVIDE A WATERTIGHT CONNECTION PER ASTM C923. WHERE CONNECTORS ARE USED, THEY SHALL BE INSTALLED IN THE MANHOLE WALL BY ACTIVATING THE EXPANDING MECHANISM IN STRICT ACCORDANCE WITH THE RECOMMENDATION OF THE CONNECTOR MANUFACTURER. THE USE OF ADHESIVES OR LUBRICANTS FOR INSTALLATION OF RUBBER CONNECTORS IS PROHIBITED.
7. FRAMES AND COVERS SHALL BE GREY IRON PER ASTM A48, CLASS 30B AND SHALL BE US FOUNDRY TYPE 227AS, TRAFFIC BEARING (AASHTO H-20 LOADING), UNLESS OTHERWISE NOTED IN THE DRAWINGS. CASTINGS SHALL BE SMOOTH, CLEAN, FREE FROM BURSTS, BLOWHOLES, AND SHRINKAGE. RAISED LETTERING ON COVERS SHALL BE "STORM SEWER" OR AS NOTED ON THE DRAWINGS.
8. PROVIDE CAST IRON BLETTS, FRAMES, AND GRATES IN ACCORDANCE WITH DETAILS ON THE DRAWINGS. ALL FRAMES AND INLET GRATES SHALL BE PRODUCTS OF U.S. FOUNDRY & MANUFACTURING CORPORATION, OR EQUAL.
9. ALL INLET GRATES SHALL BE SECURED BY CHAIN AND EYEBOLT TO THE TOP OF THE STRUCTURE.
10. MANHOLE COATINGS AND FINISHES SHALL BE:
 - A. SANITARY SEWER MANHOLE INTERIOR - BITUMINOUS EPOXY COATING, MINIMUM DRY FILM THICKNESS = 16 MILS.
 - B. INTERIOR OF MANHOLES WHICH RECEIVE FORCE MAIN DISCHARGE - INTEGRALLY ATTACHED INTERIOR LINER, FULL HEIGHT, FIBERGLASS LINER. LINER THICKNESS TO BE IN ACCORDANCE WITH THE MANHOLE MANUFACTURER'S RECOMMENDATIONS.
 - C. EXTERIOR - BITUMINOUS EPOXY COATING, MINIMUM DRY FILM THICKNESS = 16 MILS.
11. AS-BUILT INFORMATION SHALL INCLUDE ALL RIM, TOP AND INVERT ELEVATIONS FOR ALL PRECAST STRUCTURES.

STORM SEWER SYSTEMS

1. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE (RCP) UNLESS OTHERWISE INDICATED ON THE DRAWINGS. ROUND CONCRETE PIPE SHALL COMPLY WITH ASTM C754, ELLIPTICAL CONCRETE PIPE SHALL COMPLY WITH ASTM C707. PIPE JOINTS AND CURBS/GASKETS SHALL COMPLY WITH ASTM C443. MINIMUM COVER OVER THE PIPE, INCLUDING COVER OVER THE BELL OF THE PIPE WHERE APPLICABLE, SHALL BE 30 INCHES.
2. RCP PIPE SHALL NOT BE SHIPPED FROM MANUFACTURER UNTIL THE COMPRESSIVE STRENGTH OF THE PIPE HAS REACHED 4000 PSI AND A MINIMUM OF 5 DAYS HAVE PASSED SINCE THE MANUFACTURING OR REPAIR OF THE PIPE HAS BEEN COMPLETED.
3. CORRUGATED POLYETHYLENE (PE) PIPE AND FITTINGS SHALL BE HIGH DENSITY, IN ACCORDANCE WITH ASTM D3330, CELL CLASSIFICATION 324220C (4" TO 40" OR CELL CLASSIFICATION 354220C (12" TO 36"). PIPE 42" SHALL COMPLY WITH ASHTO M252, TYPE S. PIPE 12" TO 36" SHALL COMPLY WITH ASHTO M284, TYPE S. BELL JOINTS 4" TO 10" PIPE SHALL BE PUSH-ON SLEEVE. BELL JOINTS FOR 12" TO 36" PIPE SHALL BE INTEGRALLY FORMED ON PIPE. GASKETS SHALL BE INSTALLED BY PIPE MANUFACTURER AND SHALL COMPLY WITH ASHTO D1056, GRADE 242. FITTINGS SHALL COMPLY WITH ASHTO M284.
4. UNDERDRAIN PIPE SHALL BE PERFORATED POLYVNYL CHLORIDE PIPE IN ACCORDANCE WITH ASTM F758. FILTER FABRIC UNDERDRAIN SOCK SHALL BE TYPE D3 IN ACCORDANCE WITH FOOT INDEX NO. 199.
5. ALL PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC. FILTER FABRIC SHALL BE IN ACCORDANCE WITH FOOT INDEX NO. 199, TYPE D-3, A.O.S. 70-100. INSTALL IN ACCORDANCE WITH FOOT INDEX NO. 285. PROVIDE MINIMUM 12" OVERLAP.
6. INSTALL POLYETHYLENE PIPE IN ACCORDANCE WITH ASTM D3231. BACKFILL AND COMPACT EVENLY ON EACH SIDE TO PREVENT DISPLACEMENT. MINIMUM COVER OVER POLYETHYLENE PIPE SHALL BE AS FOLLOWS: A) PIPE UNDER FLEXIBLE PAVEMENT, RIGID PAVEMENT, OR UNPAVED AREAS WHERE BEDDING IS SUITABLE SOILS AS DEFINED IN THE GENERAL NOTES; MINIMUM COVER SHALL BE 30 INCHES OR ONE PIPE DIAMETER, WHICHEVER IS GREATER; B) PIPE UNDER FLEXIBLE PAVEMENT, RIGID PAVEMENT, OR UNPAVED AREAS WHERE BEDDING IS MANUFACTURED AGGREGATES CLASS 1A OR 1B AS DEFINED IN ASTM D3231; MINIMUM COVER SHALL BE 30 INCHES OR ONE PIPE DIAMETER, WHICHEVER IS GREATER.
7. INSTALL UNDERDRAINS IN ACCORDANCE WITH FOOT SPECIFICATION SECTION 440. INSTALL CLEANOUTS AS SHOWN ON THE DRAWINGS.
8. PRIOR TO INSPECTIONS AND TESTING, CLEAN ALL INSTALLED LINES AND STRUCTURES.
9. ALL STORM PIPE SHALL BE SUBJECTED TO LEAKAGE TESTING. WHEN THE GROUND WATER LEVEL IS ABOVE THE TOP OF THE PIPE, AN INFILTRATION TEST SHALL BE PERFORMED BY SEALING OFF A LENGTH OF PIPE AND MEASURING THE DEPTH OF FLOW OVER A MEASURING WEIR OR BY PUMPING THE INFILTRATED WATER INTO CONTAINERS FOR MEASUREMENT. TESTS SHALL BE CONDUCTED FOR A MINIMUM OF FOUR HOURS. INFILTRATION LEAKAGE SHALL NOT EXCEED 150 GALLONS PER 24 HOURS, PER EACH DIAMETER, PER MILE OF PIPE. WHEN THE GROUND WATER LEVEL IS BELOW THE TOP OF THE PIPE, THE PIPE SHALL BE TESTED FOR LEAKAGE BY EXPLORATION. EXPLORATION TEST SHALL CONSIST OF ISOLATING THE PARTICULAR SECTION, FILLING WITH WATER TO A POINT 4 FEET ABOVE THE TOP OF THE PIPE AT THE UPPER MANHOLE OR INLET, AND ALLOWING IT TO STAND NOT LESS THAN FOUR HOURS. THE SECTION SHALL THEN BE REFILLED WITH WATER UP TO THE ORIGINAL LEVEL AND AFTER TWO HOURS THE DROP IN WATER SURFACE SHALL BE MEASURED. THE COMPUTED LEAKAGE SHALL NOT EXCEED 150 GALLONS PER EACH DIAMETER, PER 24 HOURS, PER MILE OF PIPE.

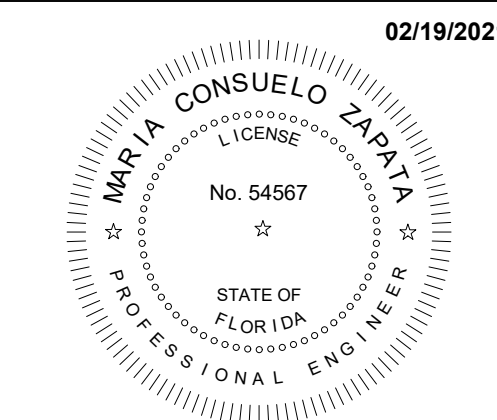
PAVING, SIDEWALKS, AND CURBING

1. MATERIALS AND CONSTRUCTION METHODS FOR THE ROADWAY AND PAVING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
2. ROADWAY PAVING, BASE, AND SUBGRADE THICKNESSES SHALL BE IN ACCORDANCE WITH DETAILS ON THESE DRAWINGS. MATERIAL STABILITY AND DENSITY REQUIREMENTS ARE AS FOLLOWS:
 - A. TYPE 3 ASPHALTIC CONCRETE: MINIMUM STABILITY 1500 LBS, COMPACTED TO A MINIMUM OF 95% OF THE MARSHALL DESIGN DENSITY, FOR OFFSITE PAVEMENT USE. TYPE 3P PAVEMENT PER THE FOOT STANDARDS AND SPECIFICATIONS.
 - B. LIME ROCK BASE: MINIMUM LBR OF 100, PLACED IN 4" MAXIMUM LIFTS, COMPACTED TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR DRY DENSITY (ASHTO T-99). CONTRACTOR MAY SUBSTITUTE ASPHALT BASE COURSE TYPE 3 (B), STABILITY OF 1000 LBS) AT NO ADDITIONAL COST, PROVIDED STRUCTURAL NUMBER EQUALS OR EXCEEDS THAT OF THE SPECIFIED SUBGRADE.
 - C. SUBGRADE: STABILIZE TO A MIN. LBR OF 40, COMPACT TO A MINIMUM DENSITY OF 98% OF THE MODIFIED PROCTOR DRY DENSITY (ASHTO T-99). CONTRACTOR MAY SUBSTITUTE LIME ROCK SUBGRADE MIN. LBR OF 100 OR CONTROLLED LOW STRENGTH MATERIAL (FLOWABLE FILL), FC (28 DAY) = 100-125 PSI AT NO ADDITIONAL COST, PROVIDED STRUCTURAL NUMBER EQUALS OR EXCEEDS THAT OF THE SPECIFIED SUBGRADE.
3. SIDEWALKS ARE TO BE CONSTRUCTED IN THE AREAS AS SHOWN ON THE CONSTRUCTION PLANS. THE SIDEWALK SHALL BE CONSTRUCTED OF 4" OF CONCRETE WITH A 28-DAY COMPRESSION STRENGTH OF 2500 PSI. JOINTS SHALL BE EITHER TOoled OR SAW CUT AT A DISTANCE OF 10' HANDICAPPED RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS AND SHALL BE IN ACCORDANCE WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, LATEST EDITION.
4. CURBING SHALL BE CONSTRUCTED WHERE NOTED ON THE CONSTRUCTION PLANS. CONCRETE FOR CURBS SHALL BE FOOT CLASS "1" CONCRETE WITH A 28-DAY COMPRESSION STRENGTH OF 2500 PSI. ALL CURBS SHALL HAVE SAW CUT CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 30' ON CENTER. CONSTRUCTION OF CURBS SHALL BE IN CONFORMANCE WITH FOOT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) SECTION 320 AND DETAILS PROVIDED ON THE CONSTRUCTION PLANS.
5. FIELD COMPACTED DENSITY, STABILITY, AND THICKNESS TESTING FREQUENCIES OF SUB-BASE, BASE, AND ASPHALT SHALL BE TESTED ONCE EVERY 300 LINEAR FEET OF PAVING PER 24" WIDE STRIP, STAGGERED LEFT, CENTER AND RIGHT OF CENTERLINE. WHERE LESS THAN 300 LINEAR FEET OF SUB-BASE, BASE, AND ASPHALT IS PLACED IN ONE DAY, PROVIDE MIN. OF ONE TEST FOR EACH PER DAY'S CONSTRUCTION AT A LOCATION DESIGNATED BY THE ENGINEER. ASPHALT EXTRACTION GRAB SAMPLES SHALL BE TESTED FROM GRAB SAMPLES COLLECTED ONCE EVERY 1800 SQUARE YARDS OF ASPHALT DELIVERED TO THE SITE (OR A MINIMUM OF ONCE PER DAY).

ARCHITECTURE, CIVIL, LANDSCAPE & INTERIOR DESIGN:



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MARIA C. ZAPATA
FL P.E. No. 54567
FLORIDA LICENSED PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Maria C. Zapata, P.E. on the date adjacent to the seal.

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PERMIT SET

REVISONS:

PROJECT NAME:

PRINCE FIELD DRAINAGE IMPROVEMENTS

PROJECT ADDRESS:

343 PAYNE DRIVE
MIAMI SPRINGS, FL 33166



PROJECT NUMBER: 17069

SCALE: AS NOTED

DATE: 07-06-2020

SHEET NAME:

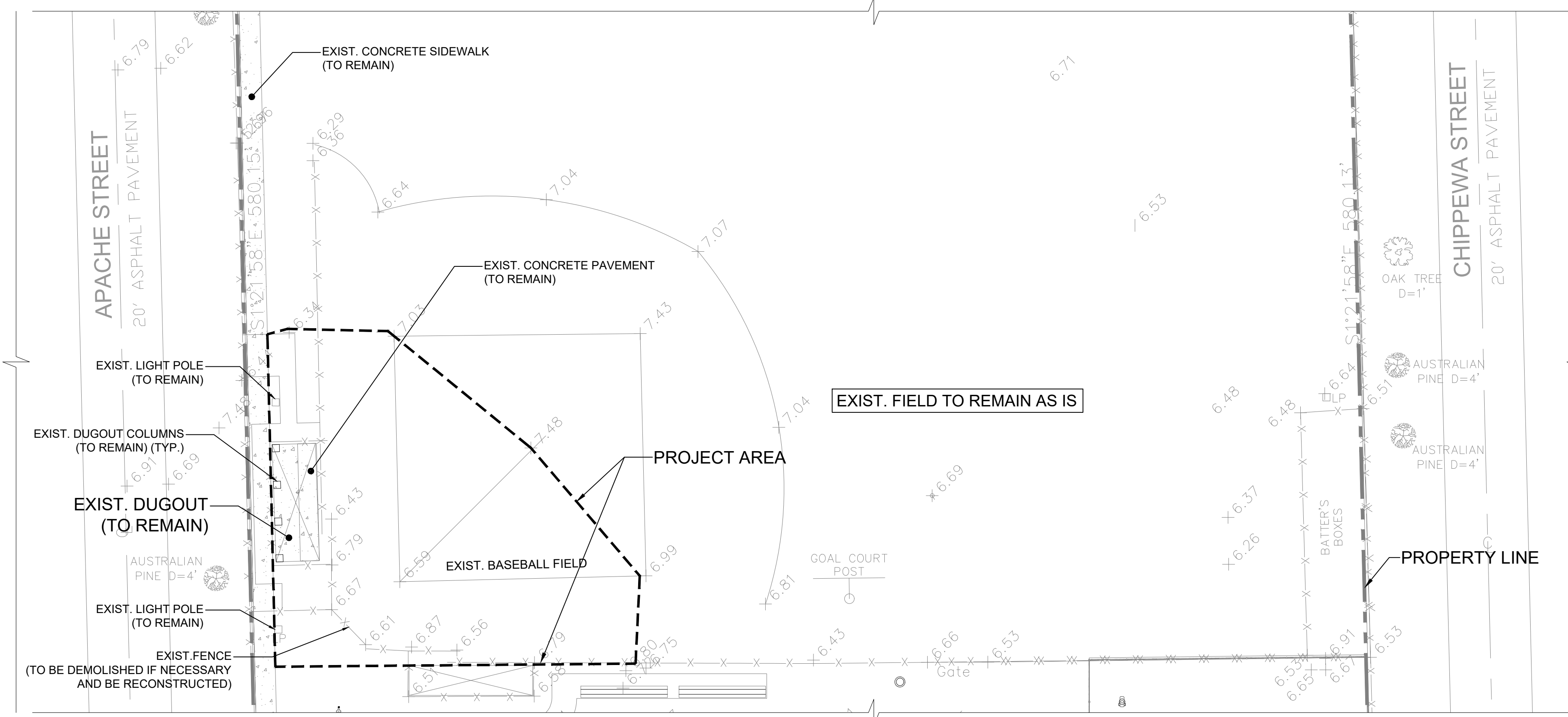
GENERAL NOTES

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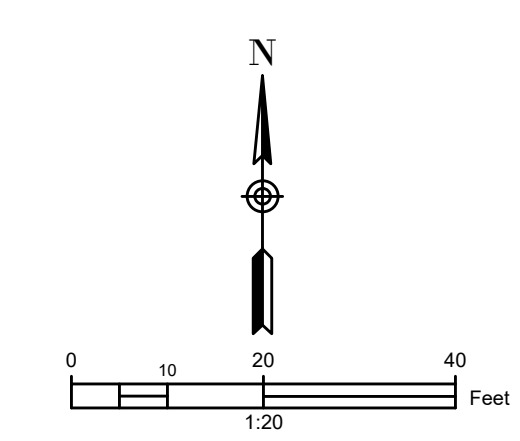
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DEMOLITION NOTES

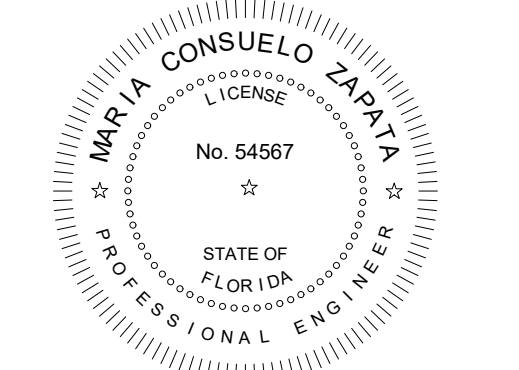
1. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION, AND EQUIPMENT REQUIRED FOR THE ORDERLY DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, PAVEMENT AND UTILITIES AS SHOWN ON THE DRAWINGS AND DESCRIBED HEREIN.
2. DEMOLITION SHALL BE CONDUCTED AS SHOWN ON CONSTRUCTION DRAWINGS AND SHALL MEET APPLICABLE FEDERAL, STATE AND LOCAL CODES AND REGULATIONS.
3. THE CONTRACTOR SHALL COORDINATE DEMOLITION OF UTILITIES WITH UTILITY COMPANIES, GIVING THEM NOTICE OF REMOVAL OF SERVICE LINES AND CAPPING LINES WHEN NECESSARY.
4. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.
5. THE CONTRACTOR IS REQUIRED TO FAMILIARIZE HIMSELF WITH THE STRUCTURES TO BE DEMOLISHED. A BRIEF DESCRIPTION OF THE STRUCTURES IS INCLUDED FOR THE CONTRACTOR'S CONVENIENCE ONLY.
6. THE DEMOLITION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: PAVEMENTS, BUILDINGS, SIGNS, UTILITIES, SIDEWALKS, TREES, STRUCTURES AND MISCELLANEOUS APPURTENANCES. UTILITY DEMOLITION INCLUDES ABOVE GROUND AND UNDERGROUND UTILITIES.
7. THE CONTRACTOR SHALL PRESERVE ANY BENCHMARKS LOCATED ON THE SITE.
8. PROVIDE ADEQUATE PROTECTION FOR PERSONS AND PROPERTY AT ALL TIMES. EXECUTE THE WORK IN A MANNER TO AVOID HAZARDS TO PERSONS AND PROPERTY AND PREVENT INTERFERENCE WITH THE USE OF AND ACCESS TO ADJACENT BUILDINGS, STREETS AND SIDEWALKS SHALL NOT BE BLOCKED BY DEBRIS AND EQUIPMENT.
9. WET DOWN DEBRIS DURING DEMOLITION AND LOADING OPERATIONS TO PREVENT THE SPREAD OF DUST.
10. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING THE DEMOLITION/EXCAVATION PROCESS.
11. DISPOSAL:
 - A. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSING IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES, OF ALL STRUCTURES, PARKING, DRIVES, DRAINAGE, STRUCTURES, UTILITIES, ETC. SUCH THAT THE IMPROVEMENTS SHOWN ON THE PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACT FILL MATERIAL.
 - B. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
12. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING BUILDINGS AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES AND THE CONSTRUCTION OF THE NEW DEVELOPMENT.
13. PERMITTING: IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY REQUIRED PERMITTING FOR DEMOLITION FROM RESPONSIBLE REGULATORY AGENCIES AND FULLY ACKNOWLEDGE AND COMPLY WITH ALL REQUIREMENTS PRIOR TO COMMENCING DEMOLITION WORK.
14. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE THE EXTENT OF DEMOLITION REQUIRED IN ORDER TO PERFORM THE CONTRACT WORK FOR THIS PROJECT. THE CONTRACTOR SHALL CONDUCT SITE VISITS AND SHALL EXAMINE ALL OF THE INFORMATION WITHIN THESE DOCUMENTS. ALL DISCREPANCIES AND/OR OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BID SUBMITTAL.
15. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
16. THE SITE SHALL BE LEFT CLEAN AFTER DEMOLITION WORK AND BE READY FOR FILLING AND COMPACTION OPERATIONS.

NOTE:
PRIOR TO DEMOLITION, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED



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02/19/2021



MARIA C. ZAPATA
FL P.E. No. 54567
FLORIDA LICENSED PROFESSIONAL ENGINEER

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PERMIT SET

REVISIONS:

PROJECT NAME:
PRINCE FIELD DRAINAGE IMPROVEMENTS

PROJECT ADDRESS:
343 PAYNE DRIVE
MIAMI SPRINGS, FL 33166



PROJECT NUMBER: 17069
SCALE: AS NOTED
DATE: 07-06-2020

SHEET NAME:

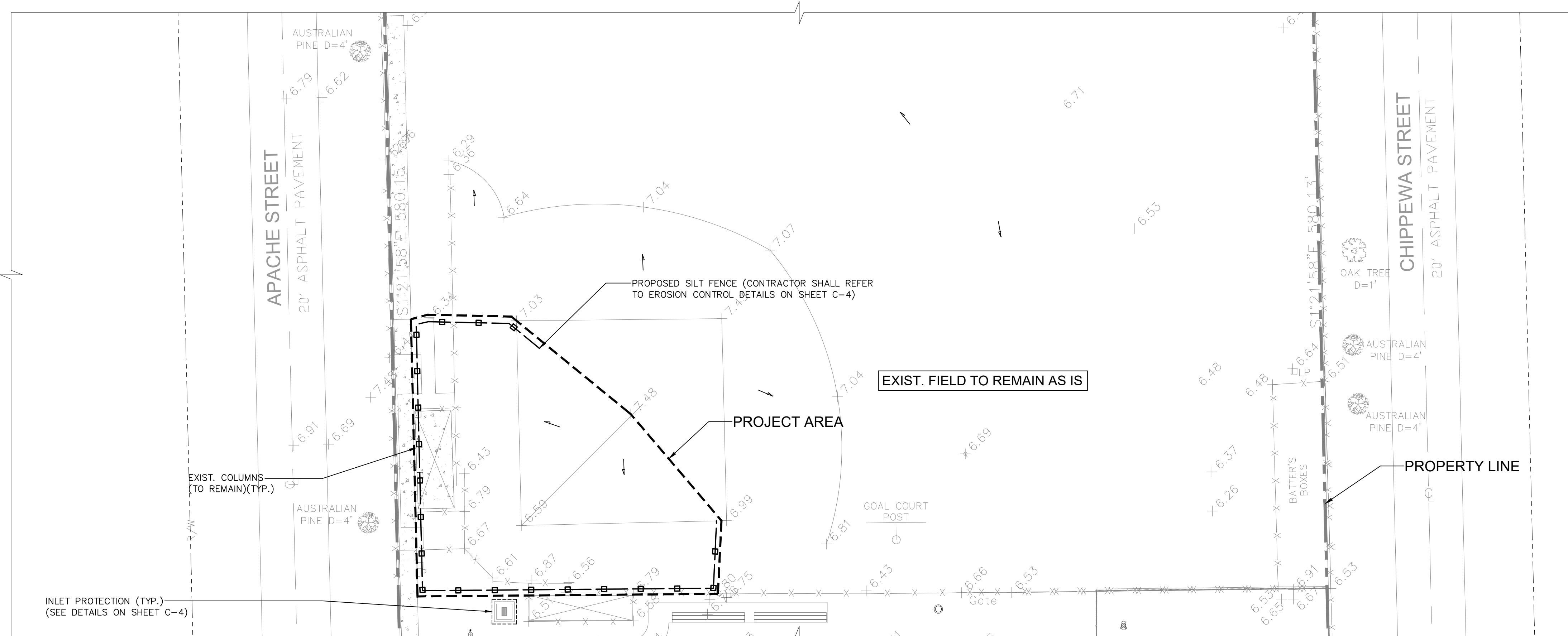
DEMOLITION PLAN

SHEET NUMBER:

C-2



BERMELLO AJAMIL AND PARTNERS, INC.
2601 S BAYSHORE DRIVE, SUITE 1000
MIAMI, FL 33133
TEL: 305-659-2050
WWW.BERMELLOAJAMIL.COM



GENERAL EROSION & SEDIMENTATION CONTROL NOTES

- A. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THIS STORM WATER POLLUTION PREVENTION PLAN. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
- B. BEST MANAGEMENT PRACTICES (BMPs) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- C. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
- D. CONTRACTOR TO LIMIT DISTURBANCE OF SITE IN STRICT ACCORDANCE WITH EROSION CONTROL SEQUENCING SHOWN ON THIS PLAN, OR AS REQUIRED BY THE APPLICABLE GENERAL PERMIT. NO UNNECESSARY OR IMPROPERLY SEQUENCED CLEARING AND / OR GRADING SHALL BE PERMITTED.
- E. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. CONTRACTOR SHALL CONSTRUCT TEMPORARY BERM ON DOWNSTREAM SIDES.
- F. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- G. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- H. DUST ON THE SITE SHALL BE MINIMIZED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- I. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGHOUT THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- J. ALL DENUDED BARE AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE, MUST BE STABILIZED IMMEDIATELY UPON COMPLETION OF MOST RECENT GRADING ACTIVITY, WITH THE USE OF FAST-GERMINATING ANNUAL GRASS / GRAIN VARIETIES, STRAW / HAY MULCH WOOD CELLULOSE FIBERS, TACKIFIERS, NETTING OR BLANKETS.
- K. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED AS SHOWN ON THE PLANS. THESE AREAS SHALL BE SEEDED, SODDED, AND / OR VEGETATED IMMEDIATELY, AND NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND / OR LANDSCAPE PLAN.
- L. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO PREVENT TRACKING OF DIRT, DUST OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE. ONLY USE INGRESS / EGRESS LOCATIONS AS PROVIDED.
- M. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- N. CONTRACTOR OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
- O. ON-SITE AND OFFSITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- P. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- Q. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION AND POLLUTANT DISCHARGE.
- R. GENERAL CONTRACTOR IS TO DESIGNATE / IDENTIFY AREAS ON THE SITE MAPS, INSIDE OF THE LIMITS OF DISTURBANCE, FOR WASTE DISPOSAL AND DELIVERY AND MATERIAL STORAGE.
- S. WHEN INSTALLATION OF SILT FENCE IS PERFORMED, THE CONTRACTOR SHALL STABILIZE THE DISTURBED AREA ALONG THE DOWNWARD SLOPE BY SEEDING OR MULCHING AS CONDITIONS WARRANT.

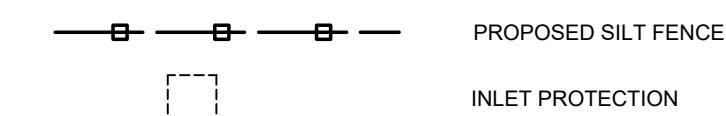
BMP MAINTENANCE EROSION NOTES

- 1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.
- 2. ALL SEEDED / SODDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEDED / RESODDED AS NEEDED.
- 3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
- 4. THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION EXITS AS CONDITIONS DEMAND.
- 5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.
- 6. OUTLET STRUCTURES SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
- 7. PRIOR TO LEAVING THE SITE, ALL VEHICLES SHALL BE CLEANED OF DEBRIS, AND DEBRIS AND / OR SEDIMENT REACHING THE PUBLIC STREET SHALL BE CLEANED IMMEDIATELY BY A METHOD OTHER THAN FLUSHING.

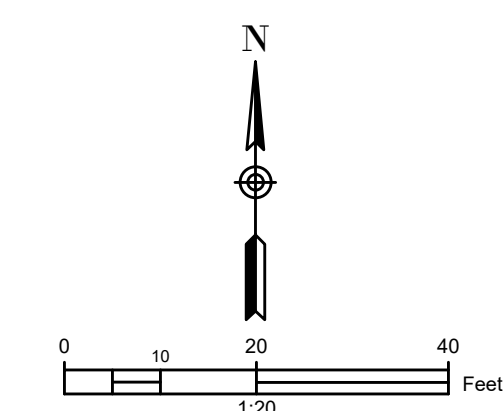
WASHING AREAS

VEHICLES SUCH AS CEMENT OR DUMP TRUCKS AND OTHER CONSTRUCTION EQUIPMENT SHOULD NOT BE WASHED AT LOCATIONS WHERE THE RUNOFF WILL FLOW DIRECTLY INTO A WATERCOURSE OR STORM WATER CONVEYANCE SYSTEM. SPECIAL AREAS SHOULD BE DESIGNATED FOR WASHING VEHICLES. THESE AREAS SHOULD BE LOCATED WHERE THE WASH WATER WILL SPREAD OUT AND EVAPORATE OR INFILTRATE DIRECTLY INTO THE GROUND, OR WHERE RUNOFF CAN BE COLLECTED IN A TEMPORARY HOLDING OR SEEPAGE BASIN. WASH AREAS SHOULD HAVE GRAVEL BASES TO MINIMIZE MUD GENERATION.

SYMBOLS LEGEND

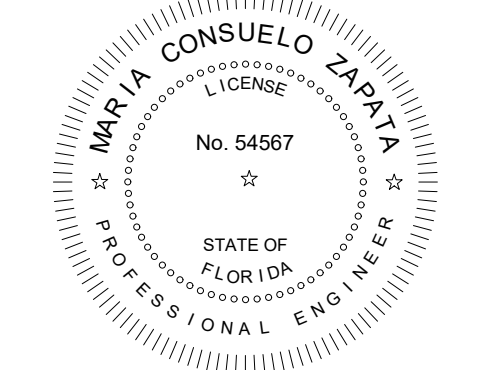


NOTE:
CONTRACTOR IS RESPONSIBLE FOR THE DAY TO DAY OPERATIONAL CONTROLS OF ALL BMPs ON-SITE



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02/19/2021



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PRINCE FIELD DRAINAGE IMPROVEMENTS

PROJECT ADDRESS:
343 PAYNE DRIVE
MIAMI SPRINGS, FL 33166



PROJECT NUMBER: 17069

SCALE: AS NOTED

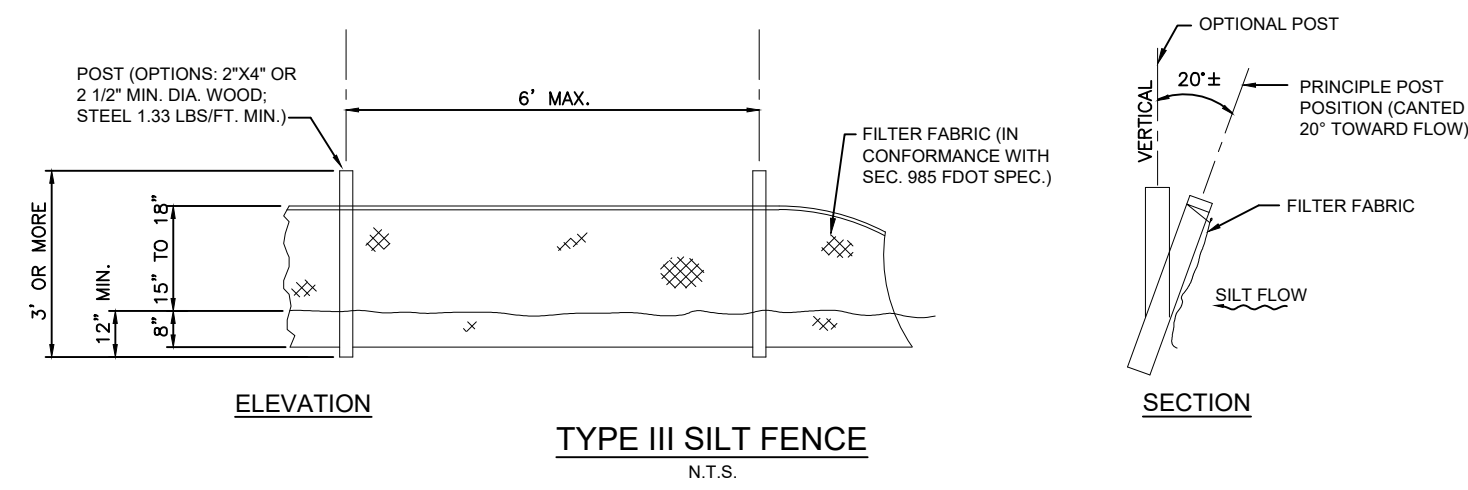
DATE: 07-06-2020

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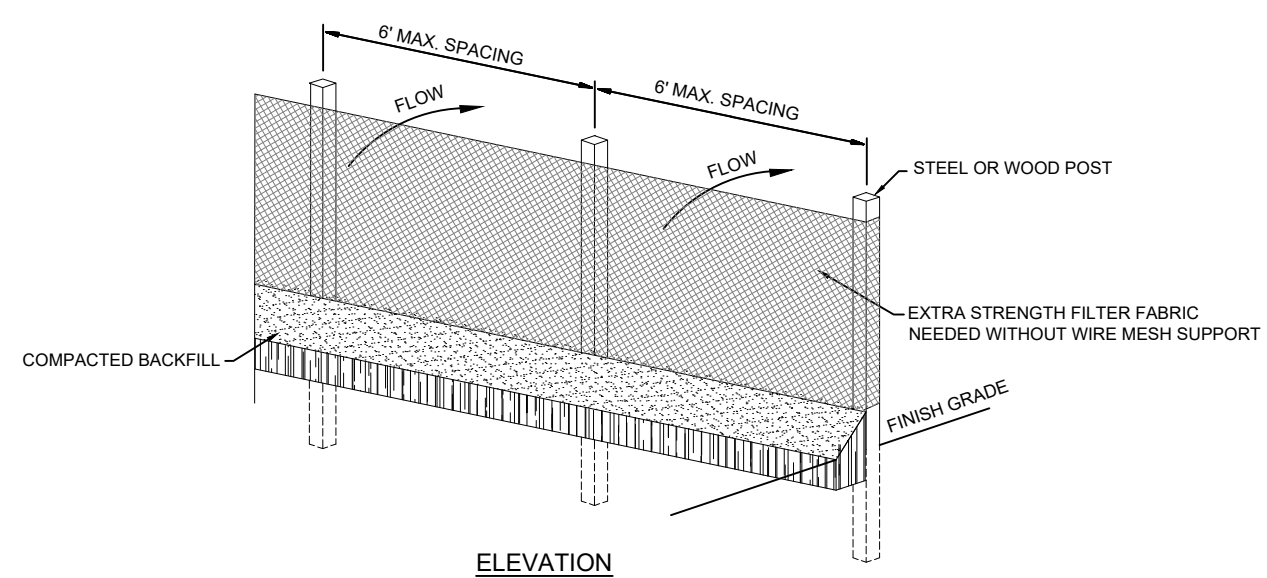
EROSION CONTROL PLAN

SHEET NUMBER:

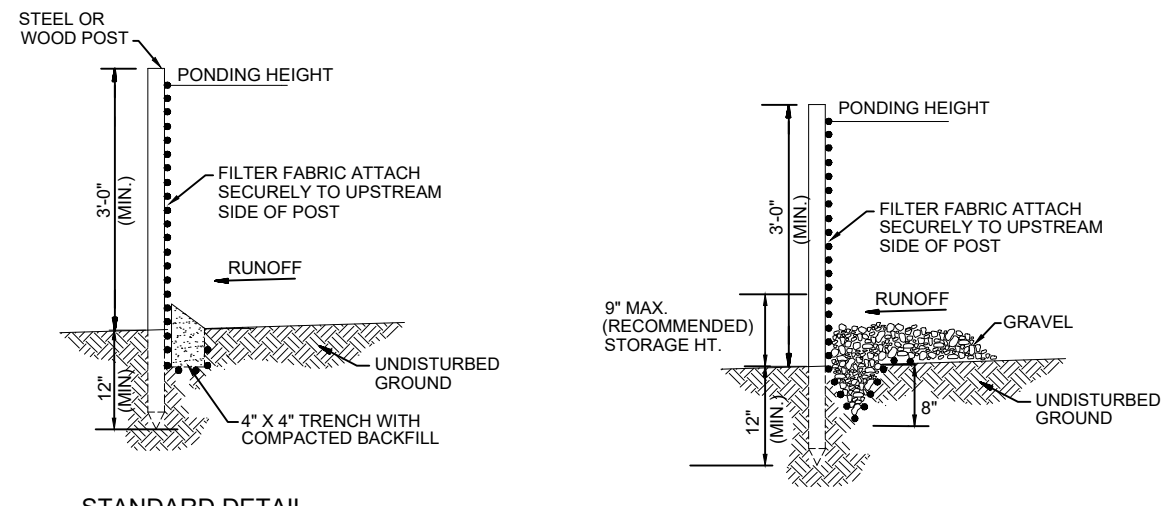
C-3



TYPE III SILT FENCE
N.T.S.



ELEVATION

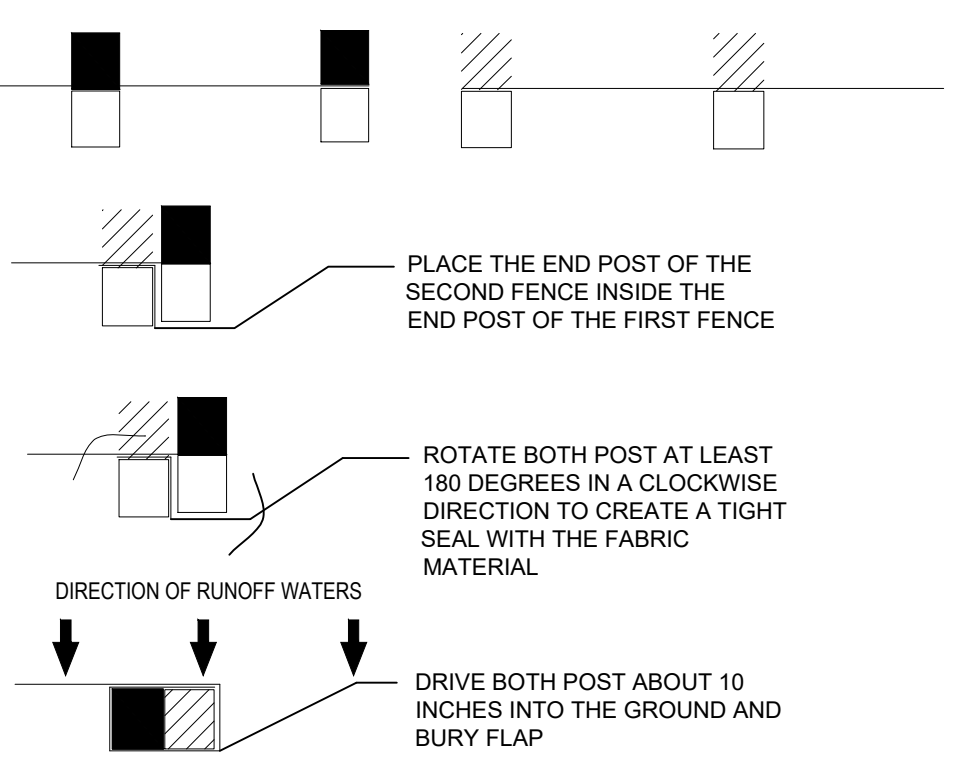


STANDARD DETAIL
TRENCH WITH NATIVE BACKFILL

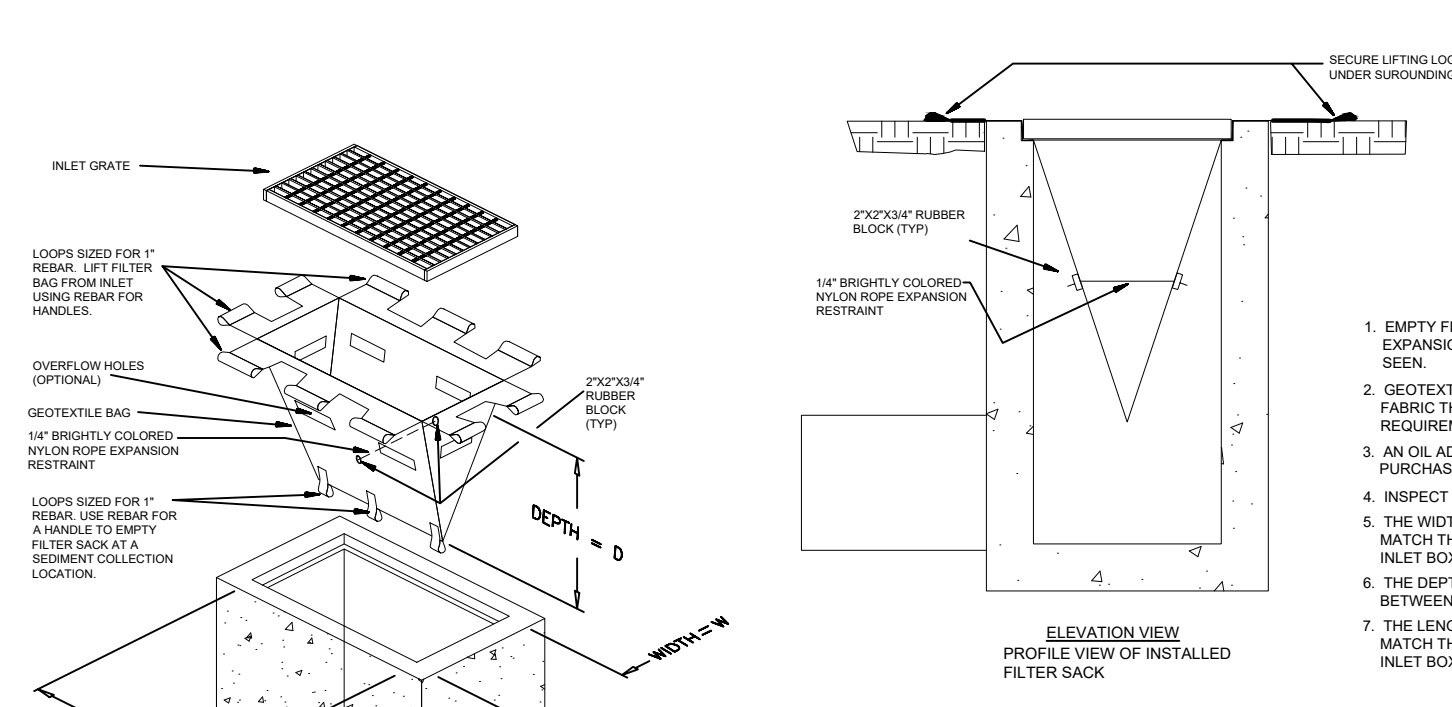
ALTERNATE DETAIL
TRENCH WITH GRAVEL

- NOTE:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY
 2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED
 3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY

SILT FENCE
N.T.S.



ATTACHING TWO SILT FENCES
N.T.S.

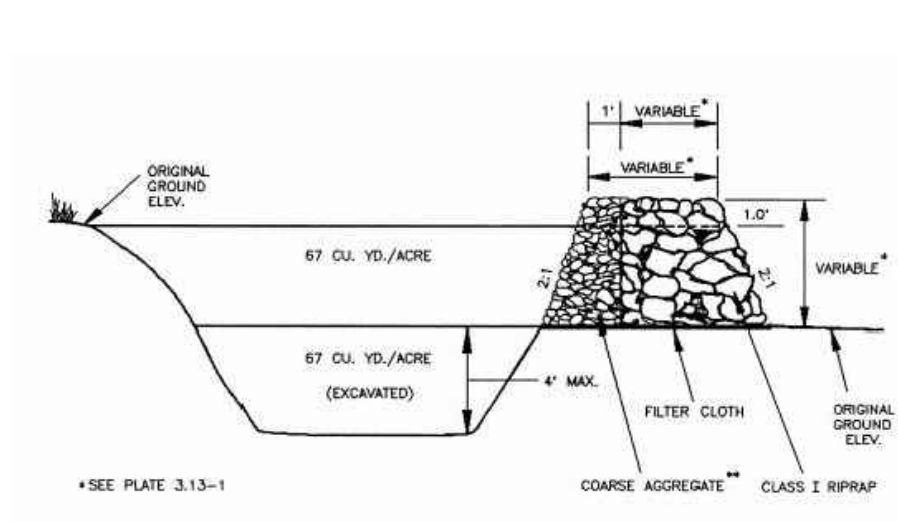


1. EMPTY FILTER SACK WHEN BRIGHTLY COLORED EXPANSION RESTRAINT CAN NO LONGER BE SEEN.
2. GEOTEXTILE WILL BE A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS REQUIREMENTS IN THE SPECIFICATIONS TABLE.
3. AN OIL ADSORBENT PAD OR PILLION CAN BE PURCHASED WHEN OIL SPILLS ARE A CONCERN.
4. INSPECT PER REGULATORY REQUIREMENTS.
5. THE WIDTH, "W," OF THE FILTER SACK WILL MATCH THE INSIDE WIDTH OF THE GRATED INLET BOX.
6. THE DEPTH, "D," OF THE FILTER SACK WILL BE BETWEEN 18 INCHES AND 36 INCHES.
7. THE LENGTH, "L," OF THE FILTER SACK WILL MATCH THE INSIDE LENGTH OF THE GRATED INLET BOX.

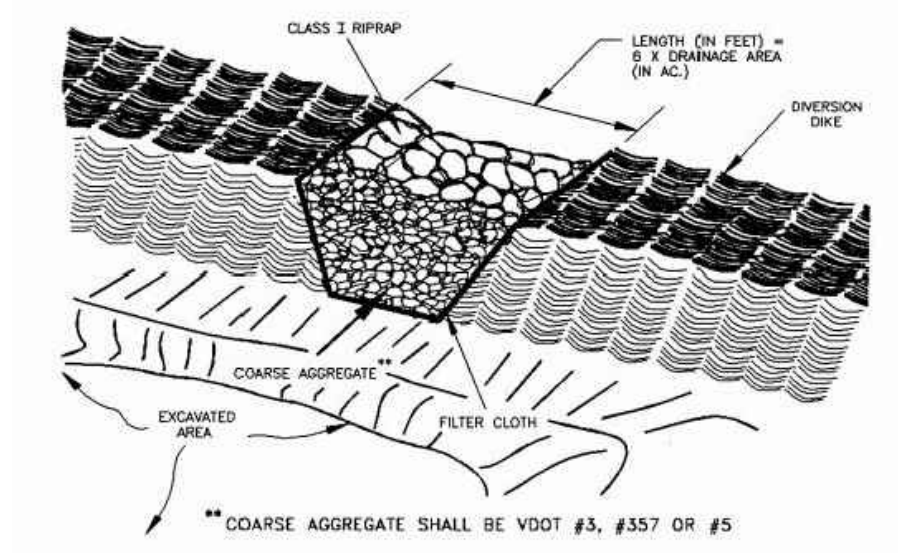
LOW TO MODERATE FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE			
PROPERTIES	TEST METHOD	UNITS	
GRAB TENSILE STRENGTH	ASTM D-4852	300 LBS	
GRAB TENSILE ELONGATION	ASTM D-4852	20%	
PUNCTURE	ASTM D-4853	120 LBS	
MILLEN BURST	ASTM D-3798	400 PSI	
TRAPEZOID TEAR	ASTM D-4533	150 LBS	
UV RESISTANCE	ASTM D-4355	80%	
APARENT OPENING SIZE	ASTM D-4751	40 US BIEVE	
FLOW RATE	ASTM D-4491	40 GAL/MIN/50 FT	
PERMITTIVITY	ASTM D-4491	0.85 SEC -1	

MODERATE TO HIGH FLOW GEOTEXTILE FABRIC SPECIFICATION TABLE			
PROPERTIES	TEST METHOD	UNITS	
GRAB TENSILE STRENGTH	ASTM D-4852	265 LBS	
GRAB TENSILE ELONGATION	ASTM D-4852	20%	
PUNCTURE	ASTM D-4853	135 LBS	
MILLEN BURST	ASTM D-3798	400 PSI	
TRAPEZOID TEAR	ASTM D-4533	45 LBS	
UV RESISTANCE	ASTM D-4355	80%	
APARENT OPENING SIZE	ASTM D-4751	20 US BIEVE	
FLOW RATE	ASTM D-4491	200 GAL/MIN/50 FT	
PERMITTIVITY	ASTM D-4491	1.5 SEC -1	

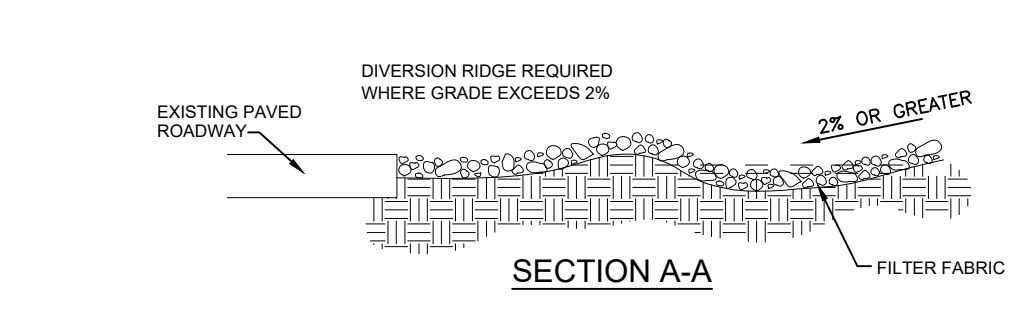
FILTER SACKS (GRADED INLETS)
N.T.S.
DO NOT USE ON ROADWAYS WHERE PONDING MAY CAUSE TRAFFIC HAZARDS.



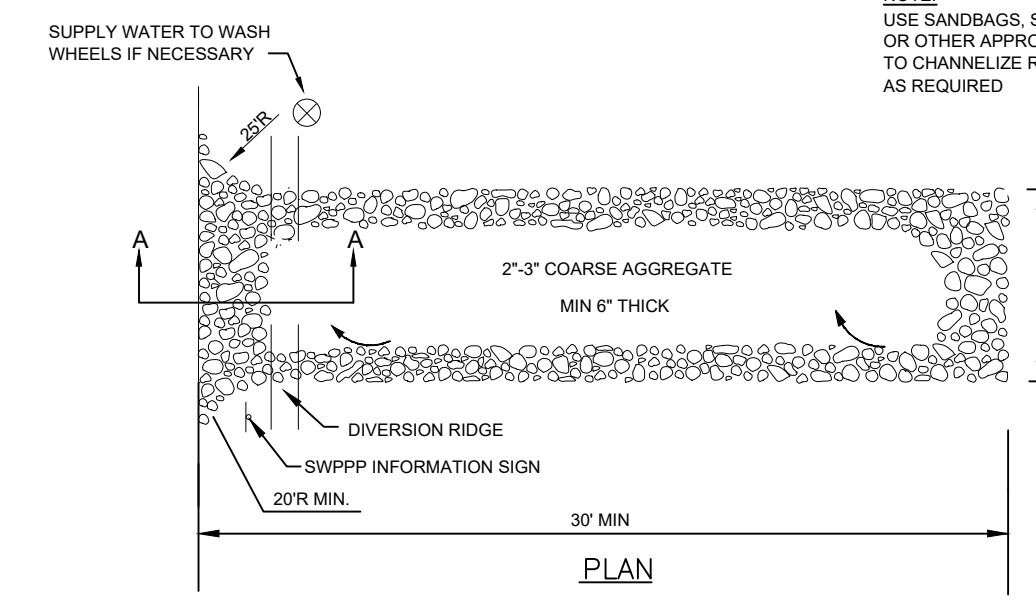
CROSS SECTION OF OUTLET



TEMPORARY SEDIMENT TRAP
N.T.S.



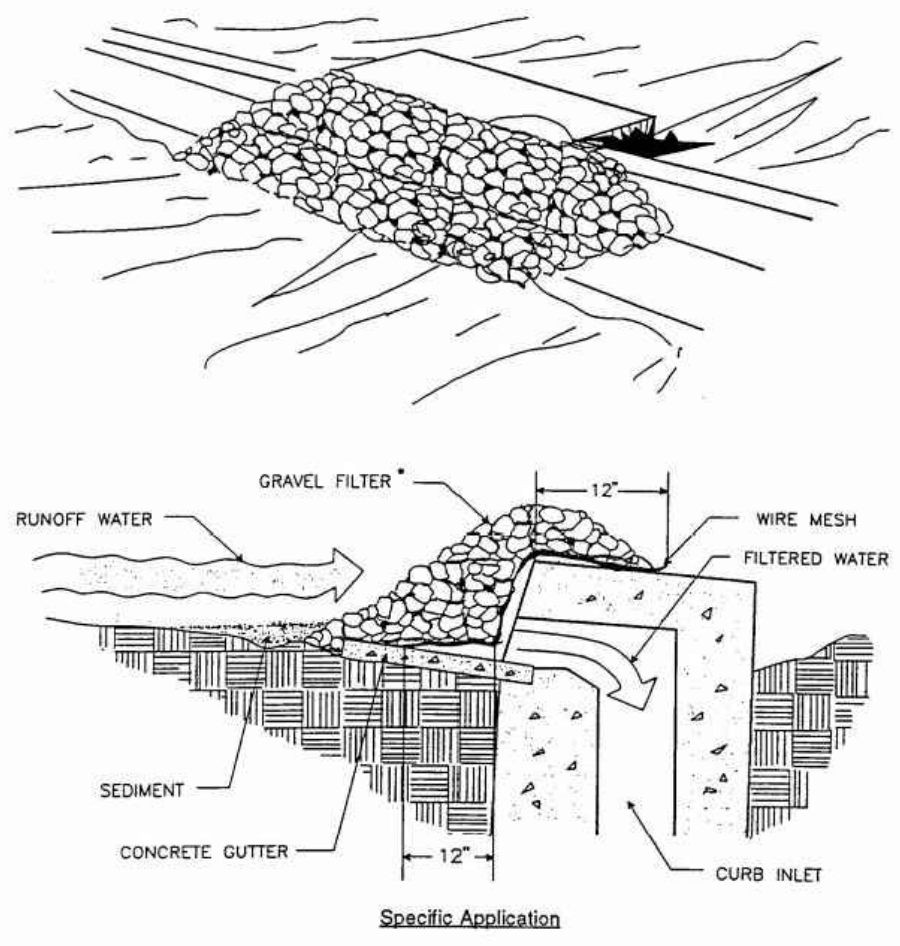
SECTION A-A



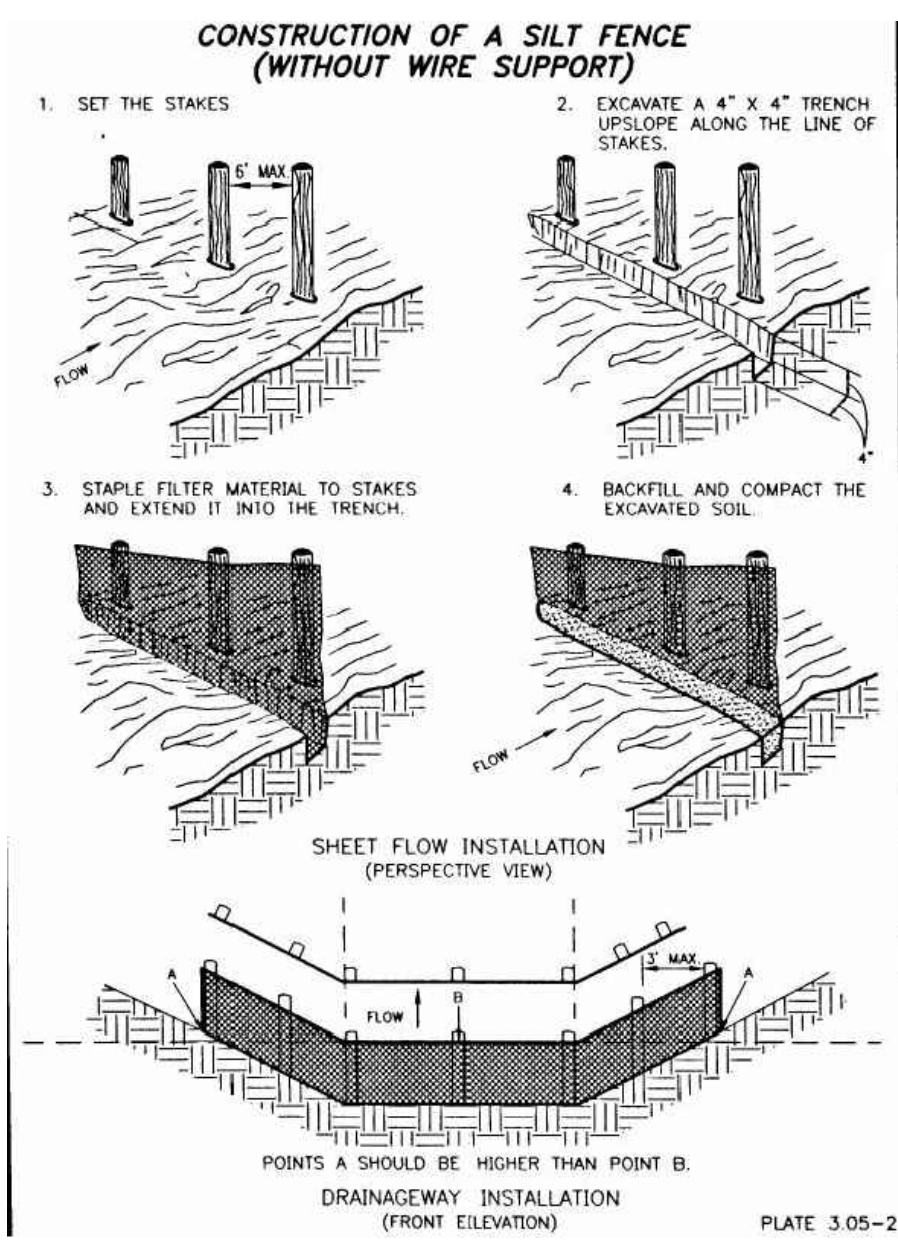
PLAN

- NOTE:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
 3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

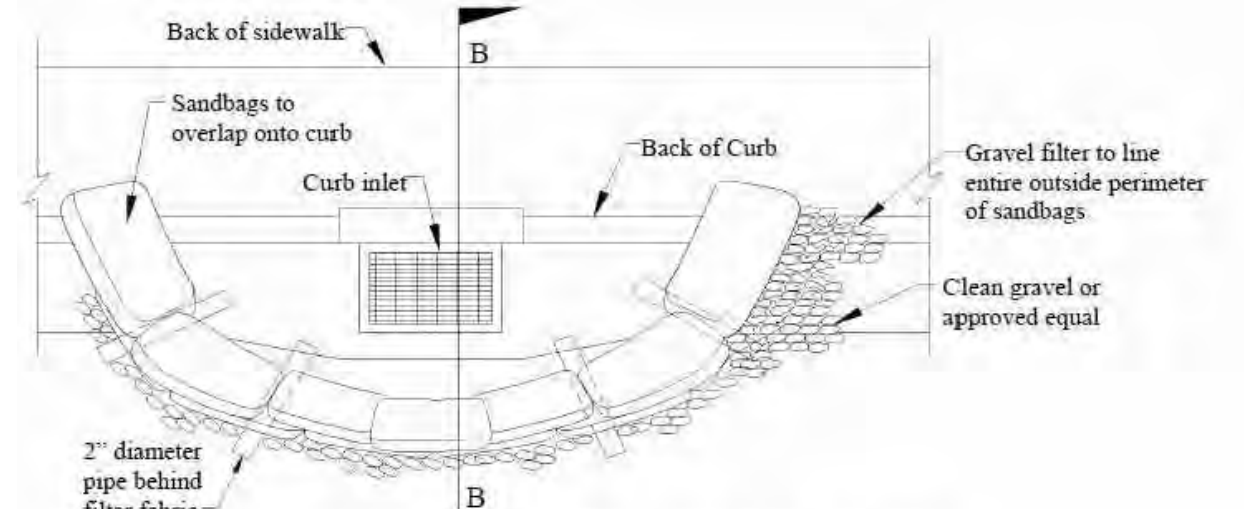
TEMPORARY CONSTRUCTION ENTRANCE DETAIL
N.T.S.



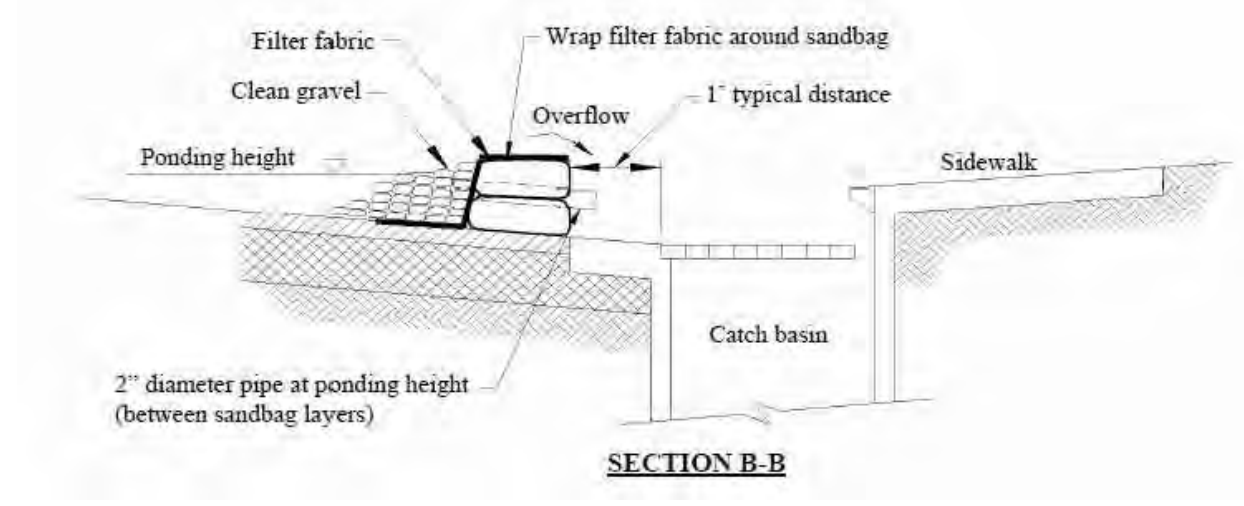
GRAVEL CURB INLET SEDIMENT FILTER
N.T.S.



SEDIMENTATION/SILT FENCE WITHOUT WIRE SUPPORT
N.T.S.

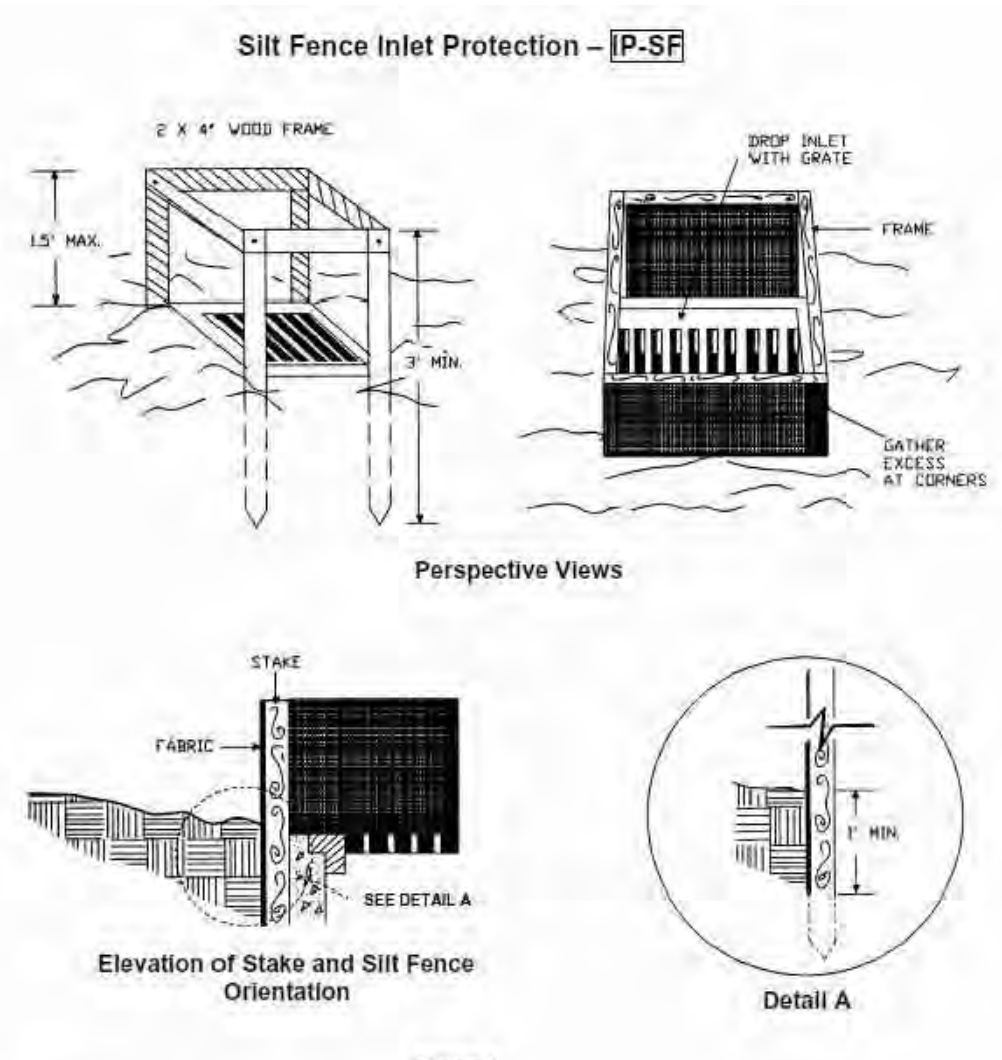


INLET AT TYPICAL PAVED AREAS

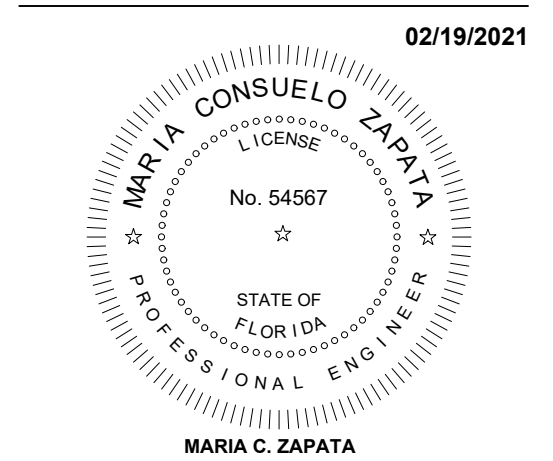


SECTION B-B

CURB INLET PROTECTION DETAIL
N.T.S.



SILT FENCE INLET PROTECTION
N.T.S.



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REVISIONS:

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PRINCE FIELD DRAINAGE IMPROVEMENTS

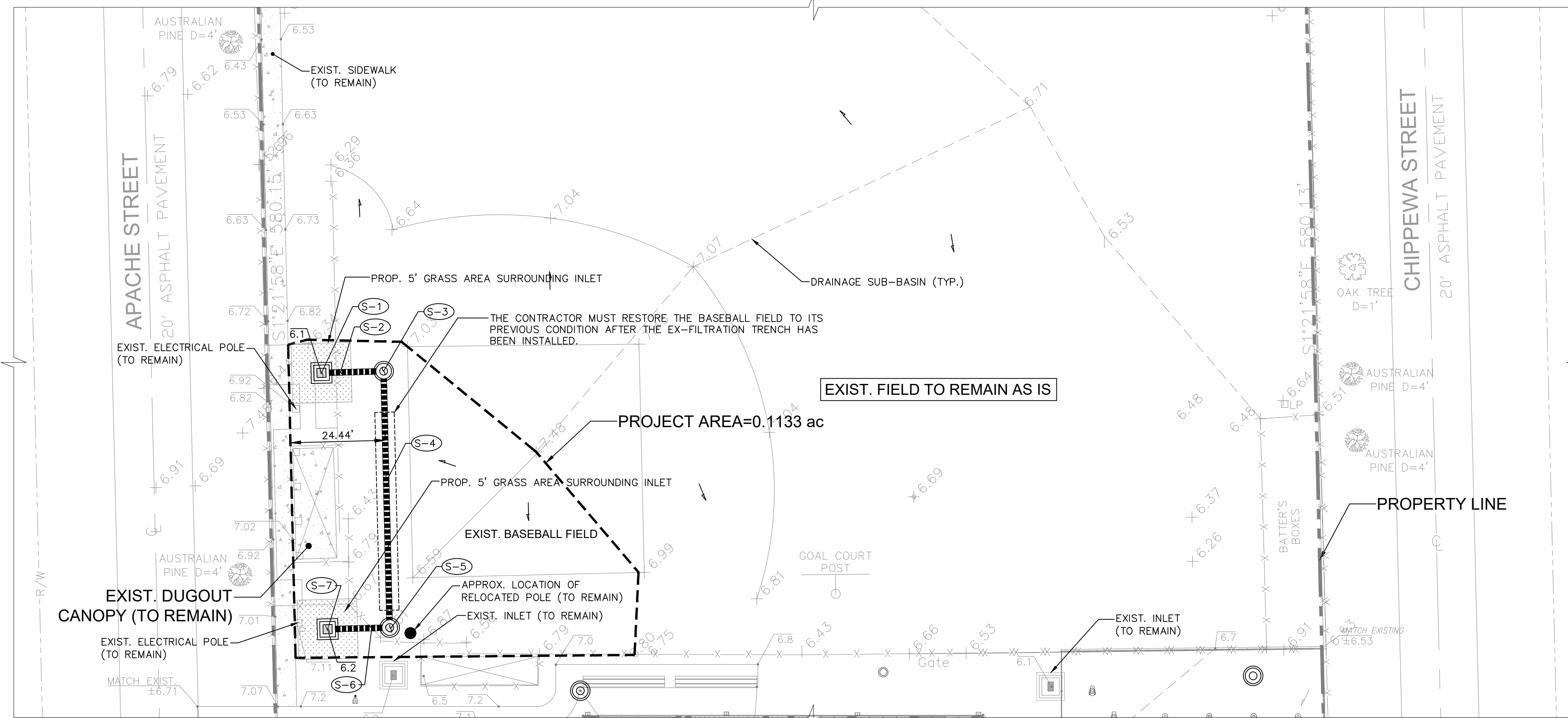
PROJECT ADDRESS:
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MIAMI SPRINGS, FL 33166



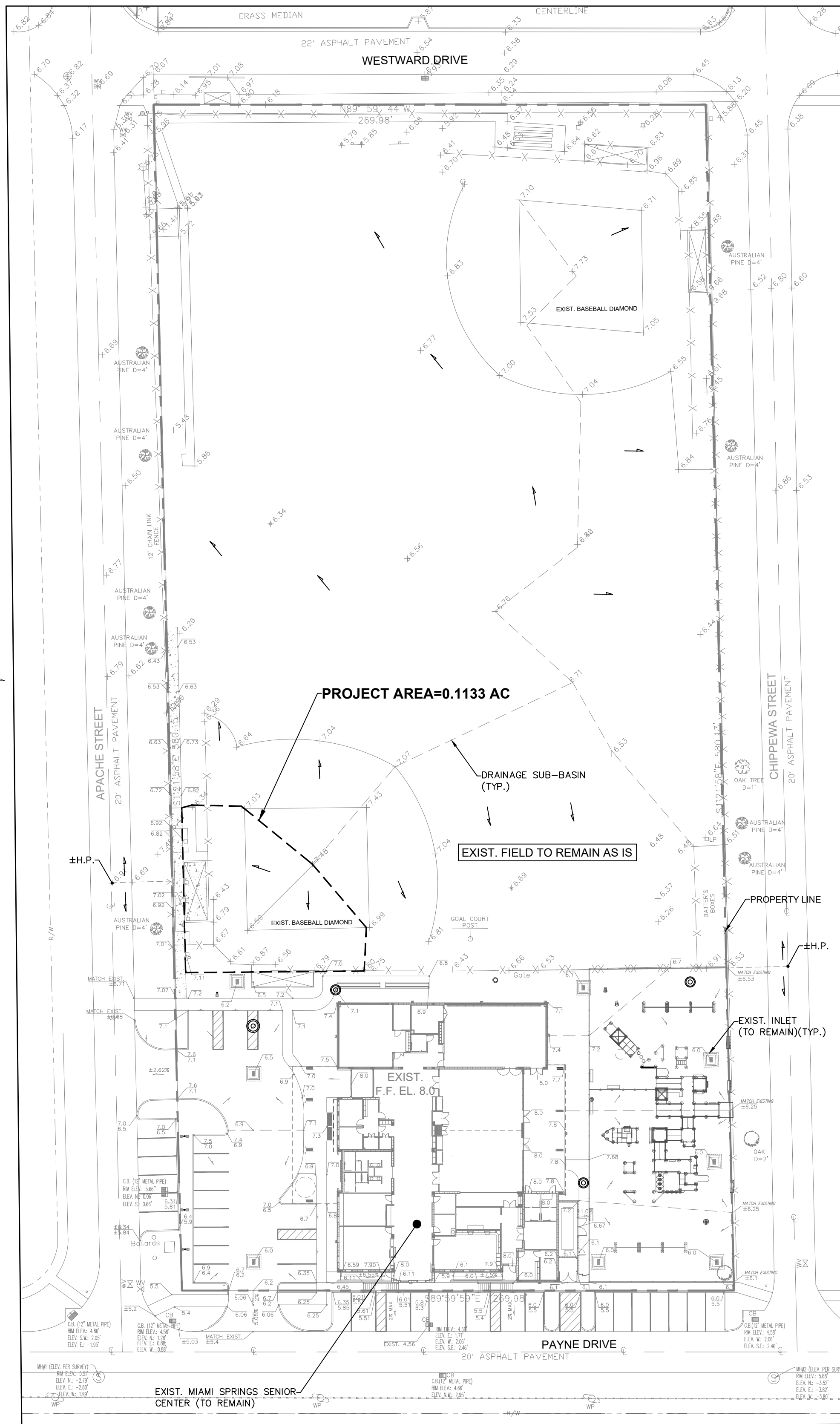
PROJECT NUMBER: 17069
SCALE: AS NOTED
DATE: 07-06-2020

SHEET NAME:
EROSION CONTROL NOTES AND DETAILS

SHEET NUMBER:
C-4



PROP. PRINCE FIELD DRAINAGE IMPROVEMENTS AREA
 SCALE: 1"=20'



KEY MAP
 SCALE: 1"=40'

02/19/2021

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 343 PAYNE DRIVE
 MIAMI SPRINGS, FL 33166



PROJECT NUMBER: 17069
SCALE: AS NOTED
DATE: 07-06-2020

SHEET NAME:
 PAVING GRADING AND DRAINAGE PLAN

SHEET NUMBER:
C-5

PROPOSED STORM SYSTEMS NOTES

- 1- ALL STRUCTURE INVERTS SHALL BE CONSTRUCTED PER F.D.O.T. INDEX 201 UNLESS OTHERWISE NOTED.
- 2- ALL DRAINAGE STRUCTURES, INCLUDING CLEAN-OUTS, SHALL BE INSTALLED WITH TRAFFIC BEARING GRATES, FRAMES, TOPS, RINGS AND COVERS, ETC. AS APPLICABLE.
- 3- HDPE PIPE TO BE DOUBLE WALL-SMOOTH INTERIOR.

EROSION AND SEDIMENTATION CONTROL NOTES

MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. THE EROSION CONTROL SYSTEM DESCRIBED WITHIN THE CONSTRUCTION DOCUMENTS SHOULD BE CONSIDERED TO REPRESENT THE MINIMUM ACCEPTABLE STANDARDS FOR THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDENT UPON THE STAGE OF CONSTRUCTION. THE SEVERITY OF THE RAINFALL EVENTS AND/OR AS DEEMED NECESSARY AS A RESULT OF ON-SITE INSPECTIONS BY THE OWNER, THEIR REPRESENTATIVES OR THE JURISDICTIONAL AUTHORITIES. THESE ADDITIONAL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER. IT IS THE CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ASSURE THAT THE STORM WATER DISCHARGE FROM THE SITES DOES NOT EXCEED THE TOLERANCES ESTABLISHED BY ANY OF THE JURISDICTIONAL AUTHORITIES. REFERENCE THE EROSION CONTROL PLAN AND DETAILS.

PROJECT AREA:

PERVIOUS AREA= 0.0138 ac (12.16%)
 IMPERVIOUS AREA= 0.0995 ac (87.84%)
 TOTAL AREA= 0.1133 ac (100%)

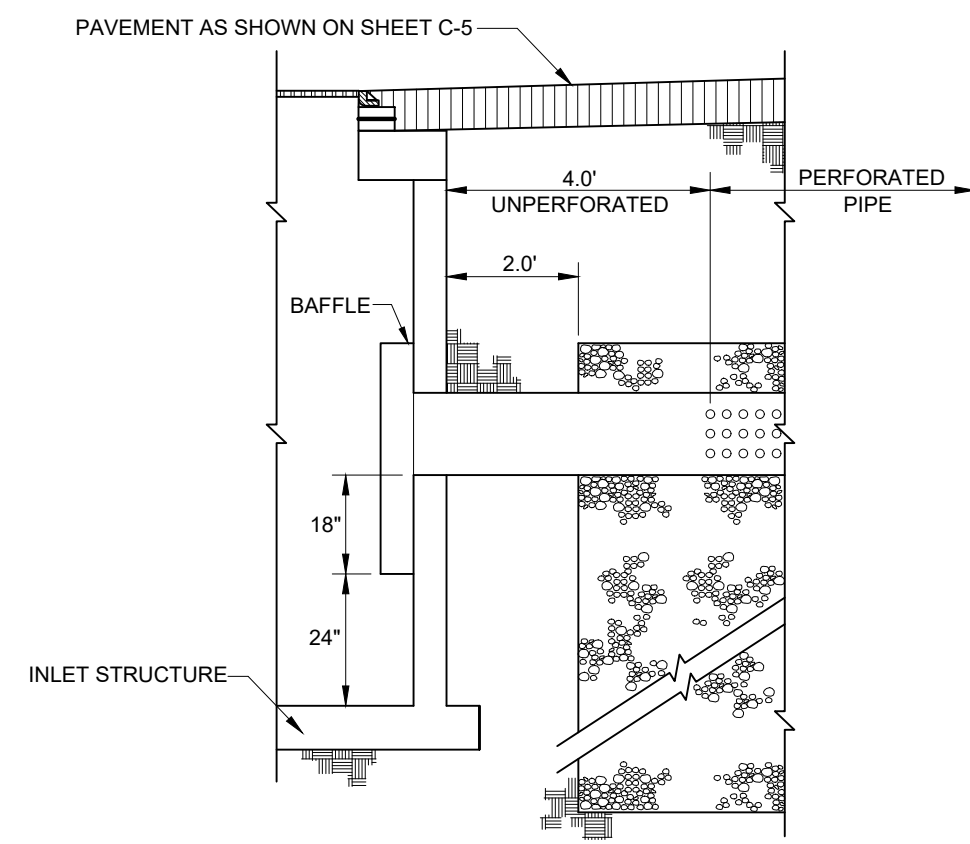
DRAINAGE SYMBOLS LEGEND

- | | |
|--|-----------------------------------------|
| | TOP OF CURB/ELEVATION OF PAVEMENT ELEV. |
| | FLOW DIRECTION |
| | PROP. STORM SEWER PIPE |
| | PROP. EX-FILTRATION TRENCH |
| | PROP. INLET |
| | SUB-BASIN |
| | EXIST. SPOT ELEVATIONS |
| | EXIST. INLET (TO REMAIN) |

PROPOSED STORM DRAINAGE STRUCTURES SCHEDULE

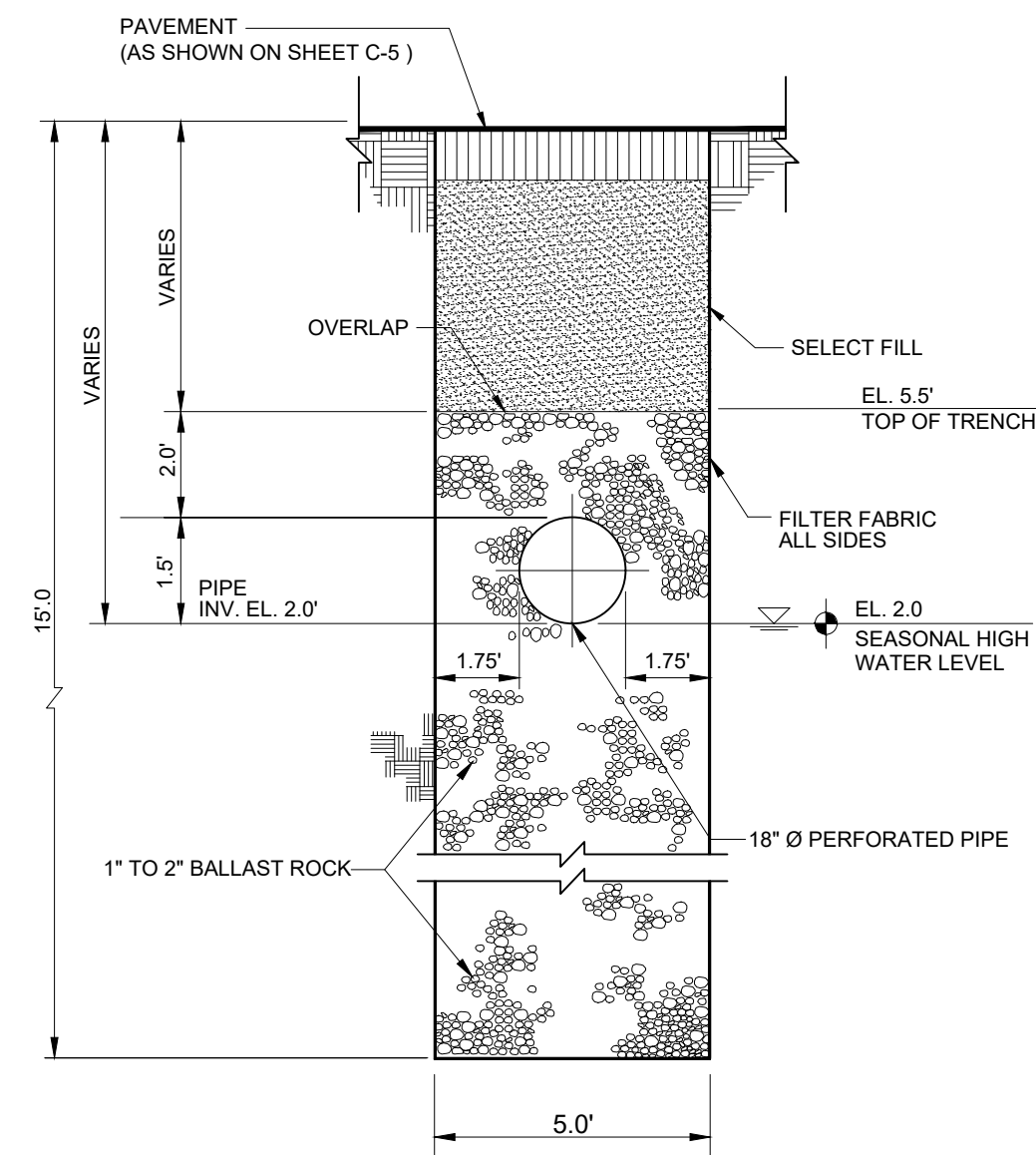
- (S-1) TYPE 1" INLET GRATE ELEVATION 6.1 E.F.L. 2.0 (W/ BAFFLE)
- (S-2) 12 L.F. OF 18" HDPE PIPE (NON PERFORATED) @ 0%
- (S-3) TYPE 1" MANHOLE 04' PER FDOT INDEX #200 & 201 RIM EL. 5.88 (NOTE: MANHOLE TO BE BURIED 8" SINCE IT IS ADJACENT TO THE BASEBALL FIELD; GRADE EL. #6.55.) W.F.L. 2.0 S.F.L. 2.0
- (S-4) 51 L.F. OF EX-FILTRATION TRENCH W/18" HDPE PERFORATED PIPE @ 0% AND 11 L.F. OF 18" HDPE PIPE (NON PERFORATED) @ 0%
- (S-5) TYPE 1" MANHOLE 04' PER FDOT INDEX #200 & 201, WITH USF#310-A RING AND COVER RIM EL. 5.83 (NOTE: MANHOLE TO BE BURIED 8" SINCE IT IS ADJACENT TO THE BASEBALL FIELD; GRADE EL. #6.5.) N.F.L. 2.0 W.F.L. 2.0
- (S-6) 12 L.F. OF 18" HDPE PIPE (NON PERFORATED) @ 0%
- (S-7) TYPE 1" INLET GRATE ELEVATION 6.2 E.F.L. 2.0 (W/ BAFFLE)





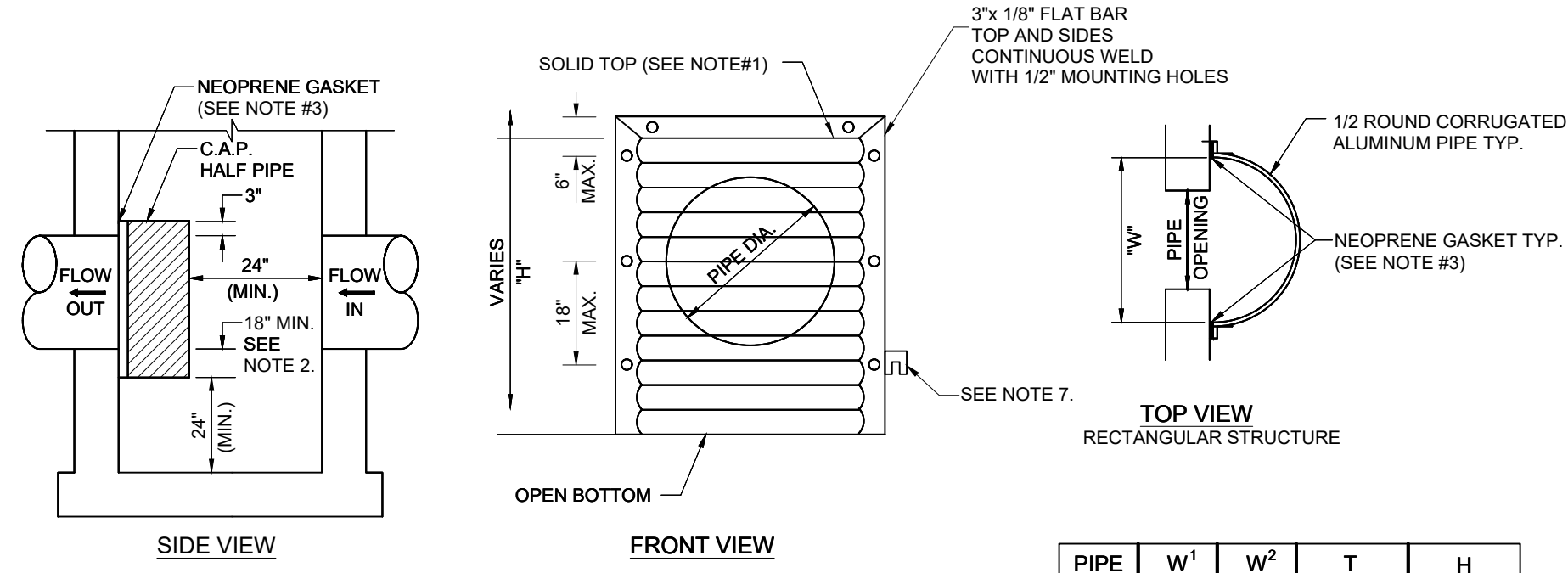
- NOTES:
1. PROVIDE BAFFLE WHEREVER PIPE ENTERS FRENCH DRAIN.
 2. BAFFLE SHALL BE AS SHOWN ON DETAIL IN THIS SHEET OR APPROVED EQUAL.
 3. SUMP 2'-0" (TYP.) EXCEPT AT POLLUTION CONTROL STRUCTURES SUMP TO BE 3'-6".

EXFILTRATION TRENCH CONNECTION DETAIL
N.T.S.



NOTE: FILTER FABRIC PER FDOT INDEX NO. 199

18" EXFILTRATION TRENCH SECTION
N.T.S.



NOTES

1. ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
2. THE BOTTOM ELEVATION OF THE POLLUTION RETARDANT BAFFLE MUST BE AT LEAST 1.5' BELOW CONTROL ELEVATION.
3. NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1"X2") SHALL BE INSTALLED ON THE SIDES AND TOP ALL BAFFLES.
4. POLLUTION RETARDANT BAFFLE TO BE FASTENED IN PLACE WITH 3/8"X4" STAINLESS STEEL "RED HEADS", OR APPROVED EQUAL.
5. ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE.
6. MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.

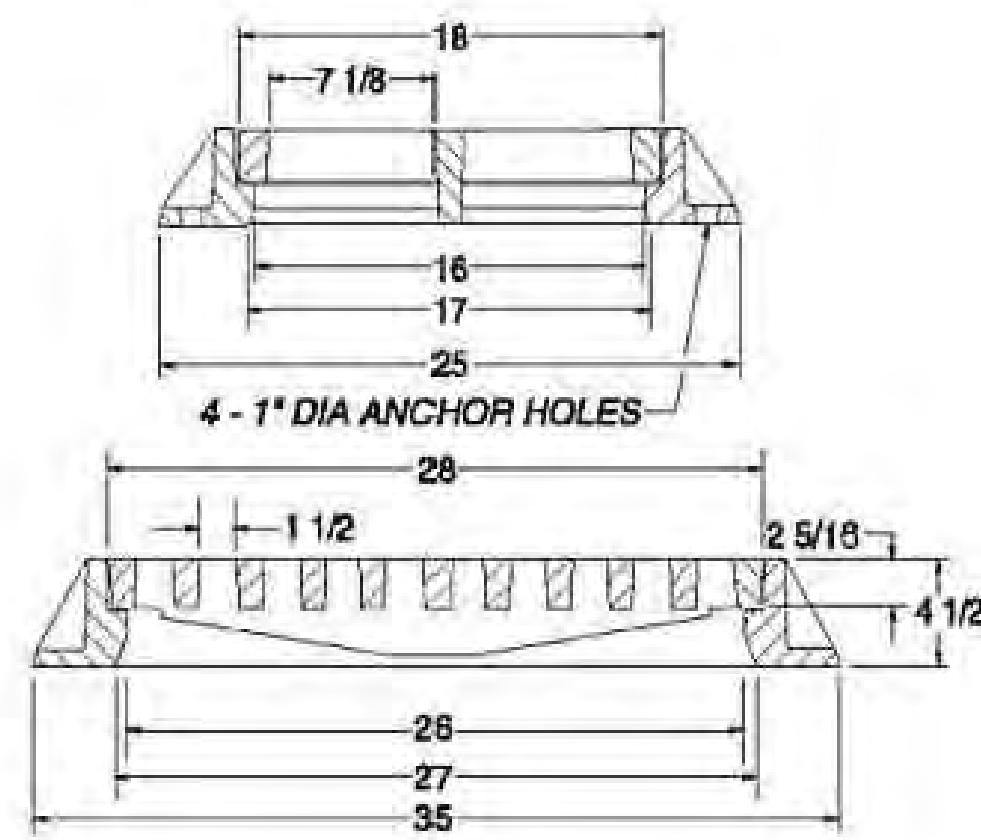
PIPE DIA.	W ¹ (IN)	W ² (IN)	T (GAUGE)	H (IN)
15"	21"	21"	16	VARIES
18"	24"	24"	16	VARIES
21"	30"	30"	16	VARIES
24"	30"	36"	16	VARIES
30"	36"	42"	14	VARIES
36"	42"	48"	14	VARIES
42"	48"	54"	14	VARIES
48"	54"	60"	14	VARIES
54"	60"	66"	14	VARIES

¹ RECTANGULAR STRUCTURE
² ROUND STRUCTURE

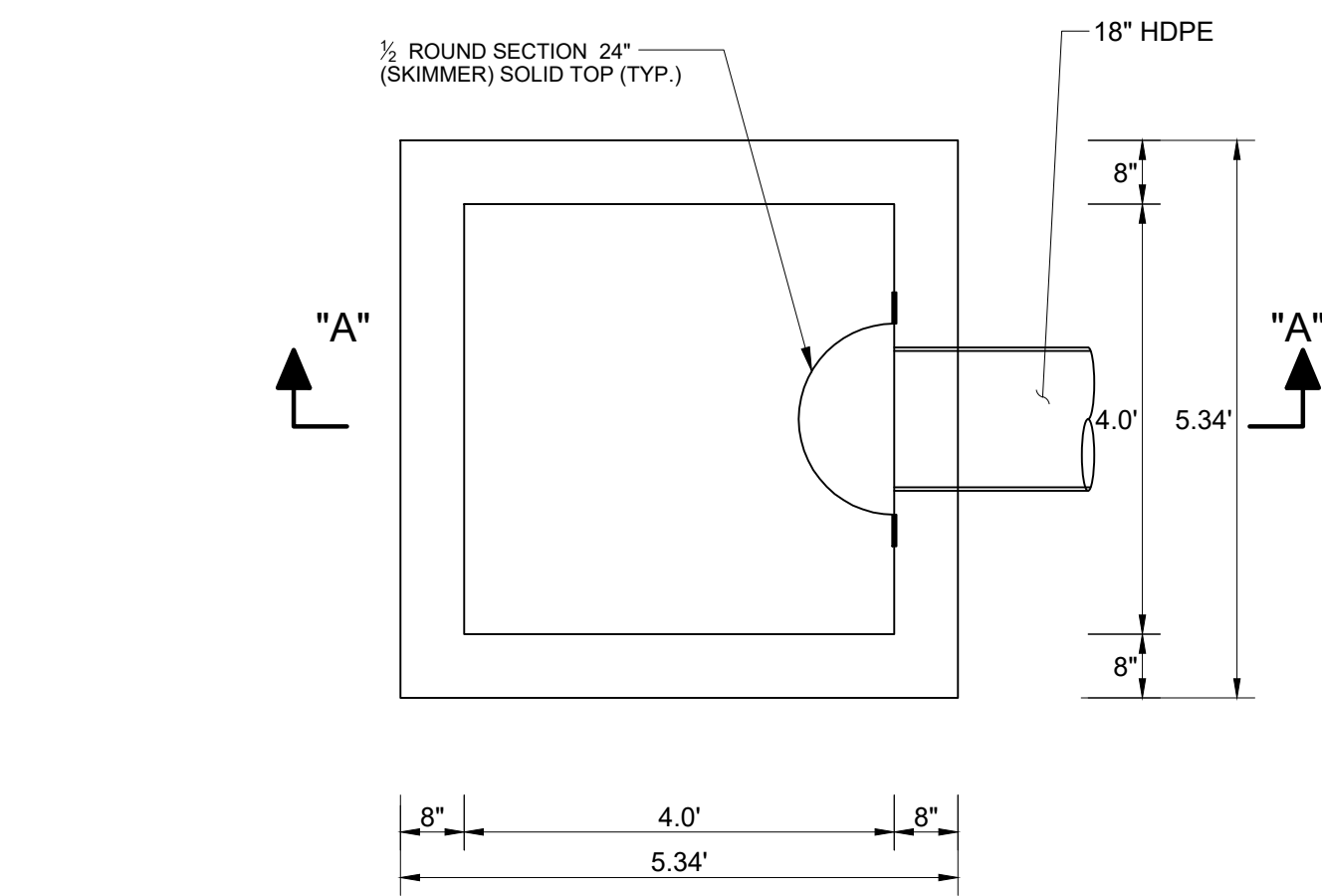
POLLUTION RETARDANT BAFFLE DETAIL
N.T.S.



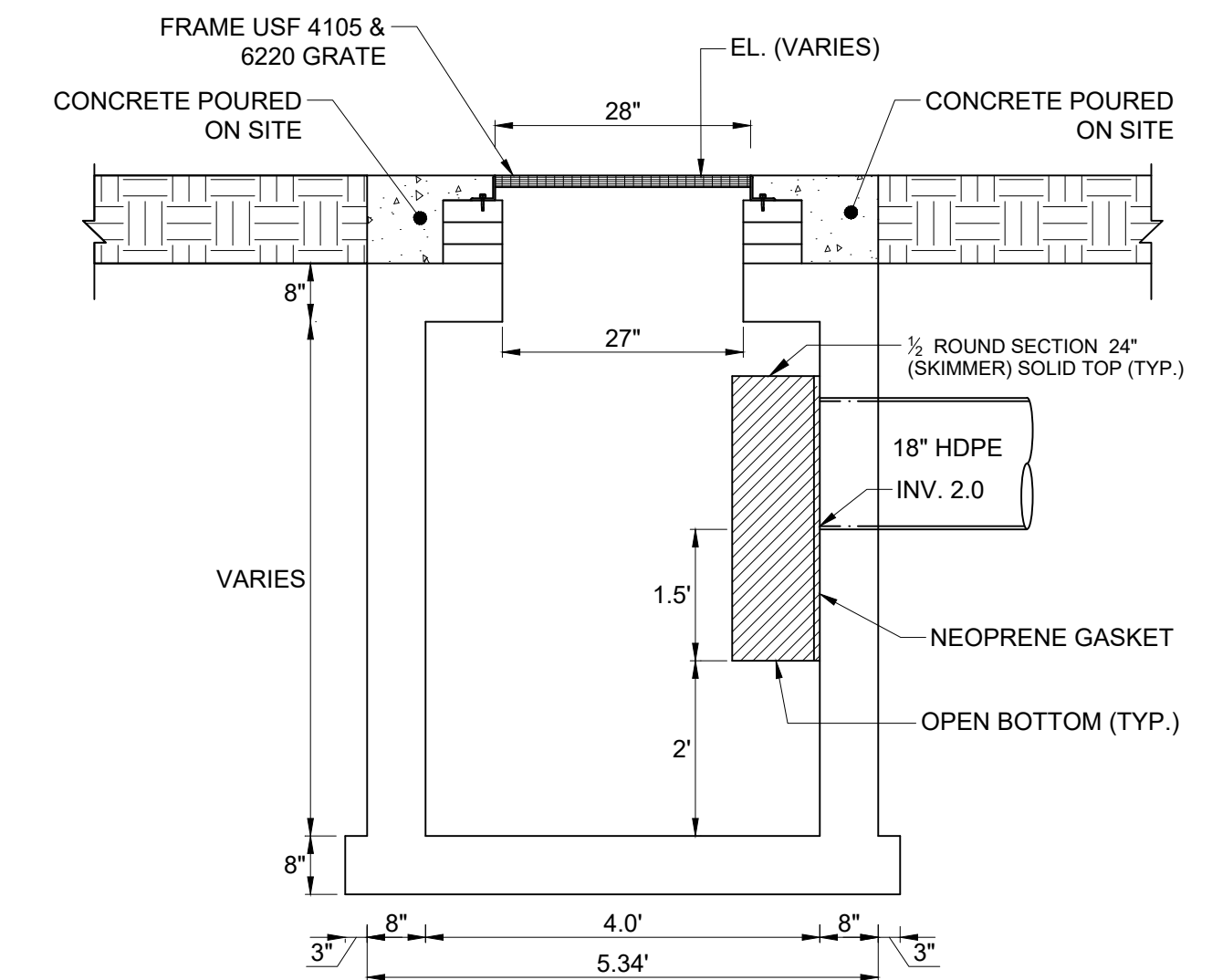
USF 4105-6220



USF 4105 FRAME & 6220 GRATE
N.T.S.



PLAN INLET TYPE I
N.T.S.



SECTION "A"-"A"
N.T.S.

NOTE:

1. PROVIDE SHOP DRAWINGS OF STRUCTURES
2. PRECAST CONCRETE MANHOLES SHALL CONFORM TO ASTM C478. SHALL BE TYPE II ACID RESISTANT CEMENT AND SHALL MAINTAIN A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI IN 28 DAYS.
3. REFER TO FDOT INDEX 200 FOR ADDITIONAL DETAILS AND SPECIFICATIONS.
4. ALL REINFORCING BARS SHALL BE ASTM A615 GRADE 60, ALL COVER SHALL BE 3 INCHES MINIMUM.

02/19/2021

MARIA C. ZAPATA
FL P.E. No. 54567
FLORIDA LICENSED PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Maria C. Zapata, P.E. on the date adjacent to the seal.
Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PERMIT SET

REVISIONS:

PROJECT NAME:
PRINCE FIELD DRAINAGE IMPROVEMENTS

PROJECT ADDRESS:
343 PAYNE DRIVE
MIAMI SPRINGS, FL 33166



PROJECT NUMBER: 17069
SCALE: AS NOTED
DATE: 07-06-2020
SHEET NAME:

DRAINAGE DETAILS

SHEET NUMBER:
C-6

NOTE: ELEVATIONS ARE IN N.G.V.D.

EXHIBIT D



AGENDA MEMORANDUM

Meeting Date: 3/8/2021

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: Jazzercise Agreement– Final Renewal Term

Discussion:


In 2018, the City entered into an agreement with Brenda Knight for use of the City's Multi-Purpose Room at the Community Center to provide Jazzercise instruction. The 2018 Agreement is currently in its final renewal year. The first year of the Agreement was April 2018-March 2019; the second year was for April 2019-March 2020; and the third year was for April 2020-March 2021. Due to the COVID-19 Pandemic, Ms. Knight was unable to operate the instructional program from March 2020 through mid-June 2020. She began classes again around Mid-June at the Aquatic Center. The program had to cut its schedule in half to 4 hours weekly, Monday – Thursday from 6-7pm. There are no weekend classes and the program averages 8-10 people per class. Before the pandemic, the program averaged 25 participants and classes were also held on Tuesdays and Thursdays from 5-6pm and on Saturdays. The current agreement requires a \$300.00 a month use fee.

After speaking to Brenda Knight about her program, we have come up with the following terms to amend the 2018 Agreement:

1. For the months of March 1 thru June 30, the program was not operating due to COVID 19, so the use fee will be waived for those months.
2. Ms. Knight will pay a lump sum of \$350 for the use from July 1, 2020 to Jan 31, 2021 (7 months at \$50 per month since during this period there were only between 4 -6 participants).
3. Beginning retroactive to February 1, 2021, she will pay \$12 per participant. There are currently 10 participants, so she will begin in February at \$120 per month and the expectation is that the usage fee will increase based on the number of participants. As the program increases her use fee will increase accordingly up to a max of \$300 per month (25 participants X \$12). The minimum she will pay is \$120 per month. Based on this \$12 per participant structure with a minimum and maximum monthly payment, Ms. Knight will effectively be paying less than \$7 per day to use the designated space (assuming a use of 4 hours per week at \$12 per participant with 10 participants at \$120 per month) and a maximum of \$17.31 per day (assuming a use of 4 hours per week at \$12 per participant at the maximum fee of \$300 per month).
4. The use scheduled for the program is amended to provide that she will conduct the program four days a week, one hour a day.
5. The term of the agreement will be extended to provide three additional option years at the City's discretion: April 2021-March 2022; April 2022-March 2023; April 2023-March 2024.

Ms. Knight has provided this service to our residents for many years. For this reason, staff recommends approving the attached First Amendment to the Agreement. Please keep in mind that the agreement requires Ms. Knight to provide the City with a \$1 million insurance policy to cover any liability.

Submission Date and Time: 3/3/2021 11:34 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: Recreation _____	Dept. Head:  _____	Dept./ Desc.: _____
Prepared by: Omar Luna _____	Procurement: _____	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ _____
		Total vendor amount: \$ _____

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BRENDA KNIGHT, A LICENSED FRANCHISEE OF JAZZERCISE, INC.; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 23, 2018, the City of Miami Springs (the “City”) Council adopted Resolution No. 2018-3778, approving a Professional Services Agreement (the “Agreement”) with Brenda Knight, a licensed franchisee of Jazzercise, Inc. (the “Provider”); and

WHEREAS, the Agreement provides for Provider to make monthly payments of \$300.00 monthly; and

WHEREAS, because of the unprecedented difficulties, uncertainty, and health and safety concerns caused by the novel coronavirus/COVID-19, the City has agreed to waive \$1,200 in past due payments for the months of March 2020 through and including June 2020 and the corresponding late fees; and

WHEREAS, the City and Provider have mutually agreed to modify the terms of the Agreement in accordance with the terms and conditions set forth in the First Amendment to the Agreement attached hereto as Exhibit “A” (the “First Amendment”), which includes providing up to five option years and a new monthly payment structure beginning retroactive to February 1, 2021; and

WHEREAS, the City Council approves of the First Amendment and authorizes the City Manager to execute the First Amendment on behalf of the City; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. The City Council approves the First Amendment with the Provider in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. The City Council hereby authorizes the City Manager to execute the First Amendment, in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Zavier Garcia	_____
Councilman Bob Best	_____
Councilman Walter Fajet	_____
Councilwoman Maria Puente Mitchell	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this ____ day of March, 2021.

BILLY BAIN
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

BETWEEN

THE CITY OF MIAMI SPRINGS

AND

BRENDA KNIGHT, A LICENSED FRANCHISEE OF JAZZERCISE, INC.

THIS FIRST AMENDMENT to the **PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is entered into as of the _____ day of _____, 2021 (the “Effective Date of First Amendment”), by and between the **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, (the “City”) and **BRENDA KNIGHT**, individually and as a licensed franchisee of Jazzercise, Inc., a California Corporation (the “Provider”), collectively referred to as the “Parties.”

WHEREAS, on April 23, 2018, the City and Provider entered into a Professional Services Agreement for the purpose of Provider utilizing certain City property to conduct a Jazzercise fitness program (the “Agreement”); and

WHEREAS, among other things, the Agreement provides for Provider to make use payments of \$300.00 monthly; and

WHEREAS, because of the unprecedented difficulties, uncertainty, and health and safety concerns caused by the novel coronavirus/COVID-19, the City has agreed to waive \$1,200 in past due payments for the months of March 2020 through and including June 2020 and the corresponding late fees; and

WHEREAS, the City and Provider have mutually agreed to modify the terms of the Agreement in accordance with the terms and conditions set forth in this First Amendment, which includes providing up to five option years and a new monthly payment structure beginning retroactive to February 1, 2021.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the City and Provider agree as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Past Due Payments.** Concurrently with the execution of this First Amendment or on or before March 15, 2021, whichever occurs first, the Provider shall pay the City a lump sum of \$350 in settlement of the past due monthly usage fees for the period of July 1, 2020 through January 31, 2021. The City agrees to waive \$1,200 in past due monthly usage fees for the months of March 1, 2020 through and including June 30, 2020 and any corresponding late fees.
3. **Amendment of Section 2 of the Agreement.** Section 2 of the Agreement is

amended as follows:¹

Section 2. Use of Premises. The City hereby grants Provider the right to utilize the Multi-Purpose Room on ~~Tuesday and Thursday afternoons from 5:00 P.M. to 6:00 P.M., Mondays through Thursdays from 6:00 P.M to 7:00 P.M., and Saturday mornings from 10:00 A.M to 11:00 A.M.,~~ the dates and times set forth in Exhibit A attached hereto and incorporated herein (the “Premises Schedule”) for the operation of Jazzercise upon the terms and conditions set forth herein. The Premises Schedule may be modified from time to time in writing upon the mutual consent of the City and Provider. Notwithstanding the foregoing, the City reserves the right to utilize the areas being provided to Provider upon reasonable advance notice for City-related or sponsored activities, so long as a suitable alternate facility location is provided.

4. **Amendment of Section 3 of the Agreement.** Section 3 of the Agreement is amended as follows:

Section 3. Payments for Usage. Throughout the term of this Agreement, Provider agrees to pay the City a monthly use fee of ~~three hundred dollars (\$300.00)~~ twelve dollars (\$12.00) per Jazzercise participant. Notwithstanding the foregoing, Provider shall pay a minimum monthly use fee of one hundred twenty dollars (\$120.00) and a maximum monthly use fee of three hundred dollars (\$300.00), based upon the monthly number of Jazzercise participants. On or before the fifth day of each month, the Provider shall provide the City with the total number of Jazzercise participants for the immediately preceding month and pay the corresponding monthly use fee for the prior month, which is due in advance and without need for invoicing by the City on the first of each month commencing April 1, 2018. Payments received more than 10 days after the due date will be subject to a twenty dollar (\$20.00) per day late payment fee. The City reserves the right to reconcile the number of participants and monthly use fees due on a quarterly basis. Provider shall remit any unpaid monthly use fees to the City within five days’ notice of same.

5. **Amendment of Section 6 of the Agreement.** Section 6 of the Agreement is amended as follows:

Section 6. Term of Agreement; Renewals. This Agreement shall be for a period of one (1) year beginning on April 1, 2018 and ending on March 31, 2019. The City may renew the Agreement for up to ~~two (2)~~ five (5) additional one (1) year terms.

6. **Amendment of Section 10(c) of the Agreement.** Section 10(c) of the Agreement is amended as follows:

Section 10.

* * *

c. **~~Business—Automobile Liability.~~** ~~Provider shall secure and maintain Business Automobile Liability insurance with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability~~

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

~~policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles. Consultant shall provide the City with proof of a current Personal Injury Protection (PIP) and Property Damage Liability (PDL) automobile insurance and shall maintain automobile insurance coverage for the term of this Agreement.~~

* * *

7. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

8. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

9. **Defined Terms.** All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

10. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the day and year first stated above.

CITY OF MIAMI SPRINGS

PROVIDER

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____
Name: **Brenda Knight**

Attest:

Title: **Individually and as a licensed franchisee of Jazzercise, Inc., a California Corporation**

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

Addresses for Notice:

Brenda Knight
20 Deer Run
Miami Springs, FL 33166
_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Daniel A. Espino, Esq. & Haydee S. Sera, Esq.
City of Miami Springs City Attorneys
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
despino@wsh-law.com (email)
hsera@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT A
Premises Use Schedule

The Provider may utilize the Multi-Purpose Room on the following dates and times for the operation of Jazzercise in accordance with the Agreement with the City, as amended:

Mondays through Thursdays from 6:00 P.M to 7:00 P.M.

This Premises Schedule may be modified from time to time in writing upon the mutual consent of the City and Provider.

RESOLUTION NO. 2021 – XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS PROVIDING FOR THE SECOND AMENDMENT TO THE FY 2020-21 GENERAL FUND BUDGET AND SPECIAL REVENUE FUND BUDGET TO RECORD CARES ACT FUNDING TO PAY THE COSTS OF THE COVID-19 GROCERY CARD PROGRAM AND THE PURCHASE OF TEMPERATURE KIOSKS, FUNDING FOR THE PURCHASE OF A NEW A/C CHILLER FOR THE COMMUNITY CENTER, TO RECORD INSURANCE REIMBURSEMENT FOR A REPLACEMENT POLICE VEHICLE, AND FUNDING FOR THE PURCHASE OF A NEW VEHICLE FOR THE BUILDING/CODE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) Charter prohibits any City department from incurring expenditures in excess of the department’s approved budget; and

WHEREAS, on September 28, 2020, the City Council adopted Resolution No. 2020-3880 adopting the City’s Fiscal Year 2020-2021 Budget; and

WHEREAS, the City’s Finance Department has identified \$160,352 in CARES Act funding and the related costs of the Grocery card program and purchase of temperature kiosks, \$35,302 in insurance proceeds for a police replacement vehicle, \$16,300 for the purchase of an A/C chiller for the community center, and \$22,700 for the acquisition of a new vehicle for the Building/Code operation;

WHEREAS, the City Council has determined that it is appropriate to approve and authorize the appropriations of available fund balance to the fiscal year 2020-2021 General Fund; and

WHEREAS, the City Council has determined that the budget increases, recordations, and appropriations previously set forth herein are both proper and appropriate, in accordance with generally accepted municipal accounting principles, and in the best interests of the City and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA:

Section 1. Recitals Adopted. That the above-stated recitals are hereby adopted and confirmed.

Section 2. Second Amendment to Fiscal Year 2020-2021 Budget. That the amended budgetary appropriations in the General and Special Revenue Funds, as specified on Exhibit "A" attached hereto and incorporated herein, are hereby authorized and approved in order to provide for receipt of \$160,352 in CARES Act funding and the related costs of the COVID-19 Grocery Card Program and the purchase of temperature kiosks, \$35,302 in insurance proceeds for a police replacement vehicle, \$16,300 for the purchase of an A/C chiller for the community center, and \$22,700 for the acquisition of a new vehicle for the Building/Code Department operations.

Section 3. Effective Date. That this Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Xavier Garcia	_____
Councilman Walter Fajet	_____
Councilwoman Maria Mitchell	_____
Councilman Bob Best	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED on this 8th day of March, 2021.

BILLY BAIN, MAYOR

ATTEST:

ERIKA GONZALEZ-SANTAMARIA, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT "A"

**City of Miami Springs
FY 2020-21 Budget Amendment
All Operating Funds**

Fund/Classification	Adopted Budget	Amendment No. 2	Ref	Amended Budget
General Fund				
Revenues				
Taxes	\$9,268,576			\$9,268,576
Excise Taxes	2,739,000			2,739,000
Licenses & Permits	190,900			190,900
Intergovernmental Revenues	1,905,521	160,352	2	2,065,873
Charges for Services	2,503,310			2,503,310
Fines & Forfeitures	750,000			750,000
Miscellaneous	318,000	35,302	1	353,302
Proceeds from debt	-			-
Transfers from other funds	323,748			323,748
Fund Balance	677,752	\$16,300	4	694,052
Total General Fund	\$18,676,807	\$211,954		\$18,888,761
Expenditures				
City Council	166,982			166,982
City Manager	376,329	\$160,352	2	536,681
City Clerk	330,285			330,285
City Attorney	188,000			188,000
Human Resources	273,443			273,443
Finance-Administration	433,777			433,777
Finance-Professional Services	200,582			200,582
Information Technology	409,463			409,463
Planning	93,667			93,667
Police	7,500,650	35,302	1	7,535,952
Code Enforcement	212,010			212,010
Public Works	2,465,810			2,465,810
Recreation & Culture	2,426,944	16,300	4	2,443,244
Golf Operations	2,088,260			2,088,260
Transfers to other funds	1,510,605			1,510,605
Budgeted Increase to reserves	0			0
Total General Fund	18,676,807	211,954		18,888,761
Sanitation Operations	2,625,673			2,625,673
Stormwater Operations	471,575			471,575
Total Enterprise Funds	3,097,248	\$0		\$3,097,248
Special Revenue & Capital Projects				
Road & Transportation	588,296			\$588,296
Senior Center Operations	871,467			871,467
Capital Projects	356,039			356,039
Building Operations	946,359	22,700	3	969,059
Law Enforcement Trust	209,694			209,694
Total Special Revenue & Capital Projects Funds	2,971,855	\$22,700		\$2,994,555
Debt Service	1,673,668	\$0		\$1,673,668
Total Debt Service	1,673,668			\$1,673,668
GRAND TOTAL ALL FUNDS	\$26,419,578	\$234,654		\$26,654,232

Legend:

- 1) record insurance reimbursement for totalled police vehicle and acquisition of replacement vehicle. Approved by Council on 10/26/20
- 2) RECORD \$160,352 in County Cares Act funding for the COVID-19 Grocery Gift Card program (\$140,000) temperature kiosks (\$20,352) Approved by Council on 11/12/20 and 12/14/20 respectively
- 3) Record purchase of new vehicle for Building/Code dept approved by council 1/11/21
- 4) Record \$16,300 for a new A/C Chiller at community center approved 1/25/21



AGENDA MEMORANDUM

Meeting Date: 3/8/2021

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Fin Director

From: Zuzell E. Murguido, Procurement Specialist

Subject: Authorization to approve the execution of a Continuing Professional Services Agreement with Bermello, Ajamil & Partners, Inc. - Blanket PO

RECOMMENDATION: Recommendation that Council approve the execution of a Continuing Professional Services Agreement with Bermello, Ajamil & Partners, Inc.

DISCUSSION: On September 18, 2020, we advertised a Request for Qualifications (RFQ# 01-19/20) for General Engineering and Architecture, General Civil Engineering, Transportation Planning and Engineering Services, Environmental Engineering and Landscape Architecture and was done in accordance with the CCNA. A mandatory pre-bid meeting was held on October 1st, 2020 with (47) firms in attendance. On November 19, 2020, the Request for Qualifications proposals were due and (15) companies/firms responded. All responses were evaluated and deemed responsive. Responses were reviewed and evaluated by a selection committee comprised of Chris Heid, City Planner; Chris Perez sitting in for Lazaro Garaboa, Public Works Director, Public Works Dept, and Rogelio A. Madan, AICP, Chief of Community Planning & Sustainability for City of Miami Beach in a public meeting on February 2nd, 2021. The selection committee ranked the (15) fifteen firms. Three (3) consultant firms were short-listed in which Bermello Ajamil & Partners, Inc., was considered the highest ranked and most qualified respondent, following in second place was BCC Engineering and lastly following in third place was Alleguez Architecture.

On February 8, 2021 staff made a recommendation to begin negotiations with the highest ranked and most qualified respondent, Bermello, Ajamil, & Partners, Inc., in which same was approved by Council.

Staff met with Bermello, Ajamil, & Partners, Inc., and negotiations were held on February 19, 2021 & February 25, 2021 in which staff negotiated 1) an hourly fee schedule in accordance with the CCNA (Exhibit "B") and 2) a Continuing Professional Services Agreement favorable to the City. These items are attached and have been reviewed by Haydee S. Sera. The City will also issue work orders to the Consultant pursuant to this Agreement on an as-needed basis.

Submission Date and Time: 3/3/2021 5:18 PM

<p><u>Submitted by:</u></p> <p>Department: Professional Services Department _____</p> <p>Prepared by: <u>Zuzell Murguido</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><u>Funding:</u></p> <p>Dept./ Desc.: <u>Professional Services Department</u></p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ _____</p> <p>Total vendor amount: \$ _____</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A CONTINUING PROFESSIONAL SERVICES AGREEMENT WITH BERMELLO, AJAMIL & PARTNERS, INC. FOR ARCHITECTURAL AND ENGINEERING SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 01-19/20; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) issued Request for Qualifications No. 01-19/20 (the “RFQ”) for continuing professional services relating to architectural and engineering services pursuant to Section 287.055, Florida Statutes, the “Consultants’ Competitive Negotiation Act” (the “Services”); and

WHEREAS, fifteen sealed bids were received by the RFQ deadline; and

WHEREAS, on February 2, 2021, an Evaluation Committee appointed by the City Manager short listed firms and ranked Bermello Ajamil & Partners, Inc. (the “Consultant”) as the most qualified firm for the Services; and

WHEREAS, the City Manager recommended that the City Council select the Consultant to perform the Services; and

WHEREAS, on February 8, 2021, the City Council adopted Resolution No. 2021-3893 selecting the Consultant and authorizing the City Manager to negotiate an agreement with the Consultant as the most qualified firm for the Services; and

WHEREAS, the City Manager has negotiated the agreement attached hereto as Exhibit A” (the “Agreement”) with the Consultant at compensation which is fair, competitive, and reasonable; and

WHEREAS, the City Manager recommends approval of the Agreement; and

WHEREAS, the City Council wishes to approve the Agreement with the Consultant; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the Agreement with the Consultant for the Services.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Xavier Garcia	_____
Councilman Bob Best	_____
Councilman Walter Fajet	_____
Councilwoman Maria Puente Mitchell	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this ___ day of March, 2021.

BILLY BAIN
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

CONTINUING PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MIAMI SPRINGS

AND

BERMELLO AJAMIL & PARTNERS, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2021 (the "Effective Date"), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the "City"), and **BERMELLO AJAMIL & PARTNERS, INC.**, a Florida Corporation (hereinafter, the "Consultant").

WHEREAS, on September 18, 2020, the City issued Request for Qualifications No. 01-19/20 ("RFQ") for Continuing Professional Architectural & Engineering Services ("Services," as further defined below); and

WHEREAS, in response to the RFQ, on November 19, 2020, the Consultant submitted a statement of qualifications and proposal for the Services; and

WHEREAS, on February 2, 2021, an Evaluation Committee appointed by the City Manager short listed firms and ranked the Consultant as the most qualified firm for the Services; and

WHEREAS, on February 8, 2021, the City Council adopted Resolution No. 2021-3893 selecting the Consultant to provide the Services and authorizing the City Manager to negotiate an agreement with the Consultant, which agreement would be presented to the City Council for approval; and

WHEREAS, the Consultant will perform general architecture and engineering, general civil engineering, transportation planning and engineering, environmental engineering and landscape architecture services for the City, as further described on Exhibit "A" attached hereto, on an as-requested, per-project basis (the "Services"); and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon the rate schedule set forth in Exhibit "B" (the "Rate Schedule") for the Services; and

WHEREAS, on March 9, 2021, the City Council adopted Resolution No. 2021-____ approving an agreement with the Consultant to provide the Services and authorized the City Manager to execute an agreement with the Consultant; and

WHEREAS, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. Scope of Services.

- 1.1. Consultant shall provide the Services and deliverables for various projects or project aspects for the City (each a "Project"), as requested by the City and detailed in a "Statement of Work" which the City will provide the Consultant when engaging the Consultant to work on a specific Project.
- 1.2. Prior to commencement of work on a specific Project, the Consultant will provide the City with a fixed lump sum cost or maximum (i.e., not to exceed) cost for the Services set forth in the Statement of Work calculated using the rates set forth on the Rate Schedule.
- 1.3. If the City approves the fixed lump sum cost or maximum (i.e., not to exceed) cost for the Project, the City will provide the Consultant with a Notice to Proceed to perform the Services set forth in the Statement of Work. Consultant acknowledges that it shall not undertake to perform any Services on any Project until it has received from the City the Notice to Proceed on such Project.
- 1.4. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the City.
- 1.5. The Consultant shall abide by the terms and requirements of the RFQ, as though fully set forth herein.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through one (1) year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, this Agreement shall automatically renew up to four (4) additional one (1) year periods on the same terms as set forth herein unless the City Manager provides the Consultant with written notification, at least thirty (30) days prior to the expiration of the then current term, that the City elects not to renew this Agreement.
- 2.2. Consultant agrees that time is of the essence. Consultant shall complete the Services within the timeframes set forth in the Statement of Work and the Notice to Proceed for each Project in the manner provided in this Agreement unless extended by the City Manager. All work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Statement of Work and the Notice to Proceed for each Project.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by Consultant shall be in accordance with the approved Statement of Work or the Notice to Proceed for such Project, which shall be based on the Rate Schedule. Additional expenses that are not included in the

Rate Schedule must be pre-approved, in writing by the City and will be considered as line item reimbursements, without markup.

3.2. Consultant shall deliver an invoice to City no more often than once per month. Each invoice shall detail the Services completed, the amount due to Consultant under the Agreement and Statement of Work for such Project, identify the Project or assignment; payments made to date, percentage of completion of the assignment, project or phase; payment due this invoice; and remaining balance due. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment pursuant to the Rate Schedule. If hourly, invoices shall identify the name and title of personnel who performed the work.

3.3. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each Project. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services and/or any Project.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

5. City's Responsibilities.

5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by the Consultant to assist the Consultant in performing the Services.

5.2. Upon Consultant's request, the City shall reasonably cooperate in arranging access to public information that may be required for the Consultant to perform the Services.

5.3. The City designates the City Manager or his/her designee as its Contract Administrator, who shall be responsible for each Project. The Contract Administrator may prepare a scope of services for each new Project, upon which the selected firms in that category may be required to submit a Statement of Qualifications for performance of the work of a specified nature which has been outlined in this Agreement.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a

consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for the City as an independent contractor of the City. The Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by the Consultant has been duly authorized, and this Agreement is binding on the Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. Termination.

8.1. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.

8.3. In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer

specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Patents and Royalties. The Consultant 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. Consultant 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 Consultant shall pay all damages and costs awarded against the City in such matter.

14. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

15. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

16. Entire Agreement/Modification/Amendment.

16.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17. Ownership and Access to Records and Audits.

- 17.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 17.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- 17.3.** Upon request from the City’s custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 17.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- 17.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 17.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

17.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

17.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.

18. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

19. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

21. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

22. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

23. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

- 24. Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 25. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 26. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 27. Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
- 28. Non-Exclusive Agreement.** The City reserves the right to procure or acquire similar Services from another consultant while this Agreement is in full force and effect.

[Remainder of page intentionally left blank. Signature pages follow.]

EXHIBIT "A" SCOPE OF SERVICES

The Consultant can expect to provide services, including but not limited to the tasks identified herein, which shall collectively be referred to as the "Services":

1. **General Engineering and Architecture:** engineering, architecture, electrical engineering, right-of-way and traffic engineering, construction engineering, civil engineering, environmental permitting and engineering, preparation of plans and specifications, construction management, advising on the acquisition, improvement or operation of City lands, buildings, facilities, utilities, and roads, the administration of City services, and the planning, design and/or construction supervision and administration for one or any of the City's various projects, which may include, without limitation, transportation and transit facilities, public buildings, municipal utilities including water, sewer, electric, natural gas, drainage, and municipal lands, parks, facilities and open spaces.
2. **General Civil Engineering:** Roadway, streetscape, sidewalks, public works inspections, parking lots, parking spaces and intersection design, capital improvement plan, feasibility and engineering studies, stormwater facility, design and management, specifications preparation, cost estimating; canal maintenance and design, engineering construction management and inspections, geotechnical services, and other miscellaneous professional services that the City may desire.
3. **Transportation Planning and Engineering Services:** Transportation planning and traffic engineering, traffic-impact and safety studies, parking studies; neighborhood traffic management; multi-modal traffic planning and design, Roadways/Transportation planning and design, bicycle and pedestrian paths design and integrated mobility options; traffic calming; collection of traffic counts and reports; signal timing analysis and warrant studies; signs and pavement markings and other miscellaneous professional services that the City may desire.
4. **Environmental Engineering:** Coastal/Waterways engineering, construction, regulatory permitting, marine environmental, ecosystem restoration, regional sand management, and other miscellaneous professional services that the City may desire.
5. **Landscape Architecture:** Landscape, hardscape, and irrigation design; park facility master planning; park and recreational facilities design, bicycle and pedestrian path design; integration of parks, landscaped and open spaces and recreational facilities with the City's residential and commercial districts and other miscellaneous professional services that the City may desire.

Consultants shall provide all necessary labor, materials, equipment, reports and expertise required to provide the Services.

The City, on an as needed basis, will periodically issue work orders for specific projects and assignments to the retained Consultant(s).

The City may elect to have the Consultant(s) provide design criteria documents if the City decides to implement a project by the design/build approach. It will be required that Consultant's plans shall be developed on the current, supported release of AutoCad, and a reproducible hard copy and CD/USB of plans shall be submitted in a version acceptable by the City.

The City may elect to have the selected Consultant(s) provide all of these services, some of the services, or none of these services.

The Consultant is not guaranteed any work by the City under this Agreement.

All projects will be coordinated with the City Manager and/or Public Works Director.

EXHIBIT "B"
RATE SCHEDULE

The Rate Schedule for Services performed pursuant to this Agreement are as follows:¹

SEE FOLLOWING PAGES

¹ If additional services are required, the City will negotiate the fees with the Consultant.

Exhibit "B"
Rate Schedule



**CITY OF MIAMI SPRINGS
CONTINUING PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
2021 BILLABLE RATES**

BERMELLO AJAMIL AND PARTNERS	RATES
PRINCIPAL	\$350
SR. PROJECT MANAGER	\$250
DEPUTY PROJECT MANAGER	\$225
PROJECT MANAGER	\$215
SR. ARCHITECT	\$215
SR. LANDSCAPE ARCHITECT	\$215
SR. PLANNER	\$200
SR. ENGINEER	\$200
SR. INTERIOR DESIGNER	\$165
SR. INSPECTOR	\$125
QUALITY CONTROL ARCHITECT/ENGINEER	\$130
ARCHITECT	\$130
ENGINEER	\$130
PLANNER/URBAN DESIGNER	\$120
LANDSCAPE ARCHITECT	\$125
LANDSCAPE DESIGNER III	\$115
INTERIOR DESIGNER	\$110
INSPECTOR	\$90
ARCHITECTURAL DESIGNER II	\$100
ARCHITECTURAL DESIGNER I	\$85
ADMINISTRATIVE	\$70

LOUIS J AGUIRRE & ASSOCIATES	RATES
PRINCIPAL	\$250
PROJECT MANAGER	\$150
PROFESSIONAL ENGINEER	\$150
PROJECT ENGINEER	\$125
BIM/CAD	\$85
ADMINISTRATIVE	\$55

DDA ENGINEERS	RATES
PRINCIPAL	\$200
PROJECT MANAGER	\$150
PROJECT ENGINEER	\$125
CADD TECH/DRAFTING	\$110
INSPECTOR	\$90



**CITY OF MIAMI SPRINGS
CONTINUING PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
2021 BILLABLE RATES**

A&P CONSULTING TRANSPORTATION ENGINEERS	RATES
SR ENGINEER	\$175
PROJECT ENGINEER	\$150
ENGINEERING TECHNICIAN	\$85
CADD TECHNICIAN	\$75

RIB-US COST	RATES
ESTIMATOR	\$142

NOVA CONSULTING	RATES
CHIEF ENGINEER	\$275
SR PROJECT ENGINEER	\$151

TRAFTECH	RATES
SENIOR TRANSPORTATION ENGINEER	\$175

GEOSOL	RATES
CHIEF GEOTECHNICAL ENGINEER	\$200
SENIOR PROFESSIONAL ENGINEER	\$175
PROJECT GEOTECHNICAL ENGINEER	\$150
GEOTECHNICAL ENGINEERING INTERN	\$120
SENIOR GEOTECHNICAL TECHNICIAN	\$85
GEOTECHNICAL TECHNICIAN	\$75
CADD TECHNICIAN	\$70
ADMINISTRATIVE	\$65

MG VERA & ASSOCIATES	RATES
SUR CHIEF SURVEYOR	\$194
SUR SENIOR SURVEYOR	\$180
SUR PRICIPAL SURVEYOR	\$145
SUR SURVEY/GIS/SUE ANALYST 3	\$124
SUR SURVEY/GIS/SUE ANALYST 1 AND 2	\$63
SUR PARTY CHIEF	\$92
SUR SURVEY TECHNICIAN 3	\$63
SUR SURVEY TECHNICIAN 1 AND 2	\$48
SUR SUE TECHNICIAN 3	\$91
SUR SUE TECHNICIAN 2	\$57
SUR SUE TECHNICIAN 1	\$63



AGENDA MEMORANDUM

Meeting Date: 3/8/2021

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Fin Director

From: Lazaro M. Garaboa, Public Works Director

Subject: Arborist Services Citywide – Professional Services Agreement

RECOMMENDATION: Recommendation by Public Works that Council approve a Professional Services Agreement with BTS Land Services Corp., for an initial (1) one year term period with the option to renew (4) four additional (1) one year term in the amount of \$5,000.00, per the lowest responsible quote after obtaining three written quotes (attached), for arborist services citywide as funds were budgeted in the FY20/21 Budget pursuant to Section §31.11 (C)(2) of the City Code.

DISCUSSION: Last year, the former Public Works Director Tom Nash retired in which he was our City staffed certified arborist and provided Arborist Services citywide for the last (15) years. Currently, we do not have a certified arborist on staff. Due to this, the City had reached out to several potential certified arborists in which (17) interested parties responded and (10) proposals were received. BTS, our current provider for tree trimming and tree planting services showed interest in our request and quoted \$100/hour for this service which includes estimate/report writing, inventory of tree populations, diagnostic work and submission of permit applications. BTS currently provides our tree trimming and planting services twice a week and are already in our City limits on a weekly basis, per the memo approved by Council on October 12, 2020 in the amount of \$100,000 utilizing City of Hollywood’s contract #F-4443-15-RD. The City anticipates an approximate expenditure of \$105,000 to BTS per fiscal year and is requesting this memo be approved for the additional \$5,000 solely for Arborist Services. Staff has a positive working relationship with BTS and has expressed that BTS has exceeded their expectations in their work ethic, delivery and professionalism. Staff believes BTS is the most convenient and economical option to remedy this service in our City.

Submission Date and Time: 3/3/2021 5:13 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u> Prepared by: <u>Zuzell E. Murguido</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>Public Works Dept.</u> Account No.: <u>001-5402-541-34-00</u> Additional Funding: _____ Amount previously approved: \$ _____ Current request: \$ <u>5,000.00</u> Total vendor amount: \$ <u>5,000.00</u>

RESOLUTION NO. 2021-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN ARBORIST SERVICES AGREEMENT WITH BTS LAND SERVICES, CORP. IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) is in need of a contractor to perform arborist services throughout the City’s jurisdiction (the “Services”); and

WHEREAS, the City obtained three quotes for the Services and BTS Land Services, Corp. (“Contractor”) was the lowest bidder; and

WHEREAS, in addition to being the lowest bidder for the Services, the City has previously contracted with the Contractor to perform the City’s tree trimming and tree planting services; and

WHEREAS, the City Manager recommends that the City approve the Arborist Services Agreement with the Contractor attached hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, the City Council approves the Agreement and authorizes the City Manager to execute the Agreement on behalf of the City in substantially the form attached hereto as Exhibit “A” and expend budgeted funds; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the Agreement with the Contractor.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to form, content, and legal sufficiency and to expend budgeted funds.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Zavier Garcia	_____
Councilman Bob Best	_____
Councilman Walter Fajet	_____
Councilwoman Maria Puente Mitchell	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this 8th day of March, 2021.

BILLY BAIN
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

**PROFESSIONAL ARBORIST SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
BTS LAND SERVICES, CORP.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2021 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **BTS LAND SERVICES, CORP.**, a Florida Corporation (hereinafter, the “Consultant”).

WHEREAS, the City is in need of a contractor to perform professional arborist services throughout the City’s jurisdiction; and

WHEREAS, the Consultant will perform services on behalf of the City on an as-needed basis, all as further set forth in the Proposal dated February 19, 2021, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a rate schedule as set forth in Exhibit “A” (the “Rate Schedule”) in connection with the Services; and

WHEREAS, the City desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows:

1. Scope of Services.

- 1.1.** The Contractor shall furnish the Services and provide deliverables for various project aspects for the City (each a “Project”), as requested by the City and detailed in a “Statement of Work” which the City will provide the Contractor when engaging the Contractor to work on a specific Project.
- 1.2.** Prior to commencement of work on a specific Project, the Contractor will provide the City with a fixed lump sum cost for the Services set forth in the Statement of Work calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit A.
- 1.3.** If the City approves the fixed lump sum cost for the Project, the City will provide the Contractor with a Notice to Proceed to perform the Services set forth in the Statement of Work. Contractor acknowledges that it shall not undertake to perform any Services on any Project until it has received from the City the Notice to Proceed on such Project.

1.4. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the City.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through one year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the City Manager may renew this Agreement for four additional one year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the timeframes set forth in the Statement of Work and the Notice to Proceed for each Project in the manner provided in this Agreement, unless extended by the City Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be on as needed basis in accordance with the Proposal attached hereto as Exhibit “A.”

3.2. During each Project, Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under the Statement of Work for such Project. Fees shall be paid in arrears each month, pursuant to Contractor’s invoice, which shall be based upon the percentage of work completed for each Project. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services and/or any Project.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager’s sole and absolute discretion.

5. City’s Responsibilities.

5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant’s request, City shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1.** The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

- 7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

8. Termination.

- 8.1.** The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.
- 8.2.** Upon receipt of the City's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the City Manager.
- 8.3.** In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4.** The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City,

in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination,

or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the City. Consultant shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- 16.3.** Upon request from the City’s custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7.** Consultant’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

16.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.

17. Nonassignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a

bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Public Entity Crimes Affidavit. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

26. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

27. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

27.1. First Priority: Base Agreement;

27.2. Second Priority: Exhibit A – Proposal with Rate Schedule.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

CONSULTANT

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____
Name: _____

Attest:

Title: _____

By: _____
Erika Gonzalez, MMC
City Clerk

Entity: BTS LAND SERVICES, CORP.

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

Addresses for Notice:

BTS Land Services, Corp.
c/o Sandra Shinabery
President & Registered Agent
1555 SW 112 Avenue
Davie, FL 33325
954-998-1333 (telephone)
_____(email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorneys
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
hsera@wsh-law.com (email)

With a copy to:

BTS Land Services, Corp.
c/o Sandra Shinabery, President &
Registered Agent
16967 87th Lane North
Loxahatchee, FL 33047
954-998-1333 (telephone)
_____(email)

EXHIBIT “A”
SCOPE OF SERVICES AND RATE SCHEDULE

The Scope of Services and Rate Schedule are those contained in the Proposal dated February 19, 2021, attached hereto and incorporated herein by reference.



1555 SW 112th Ave
Davie, FL 33325

Estimate

Date	Estimate #
2/19/2021	020147
#TTLA-855 CC#14-CLS-19112-X	

Name / Address
City of Miami Springs Tom Nash 201 Westward Drive Miami Springs, FL 33166

P.O. No.	Terms	Rep	Project
	Net 15		

Description	Qty	Rate	Total
<p>Consulting Arborist Services</p> <p>This proposal is for work as a CONSULTING ARBORIST for tree and landscape projects. Reports will be provided for each activity. These projects include, but are not limited to the following.</p> <p>INSPECTION: primary report for current conditions or defining plants, trees and site SPECIFICATIONS: information required to conduct a project to meet desired goals. BID & CONTRACT EVALUATION: review bid documents and contract terms PROJECT MANAGEMENT: consult with beginning, midway and ending progress reports FINAL INSPECTION: evaluate for release funds and acceptance of contracted product MONITORING: periodic inspection for continued success of a project and specifications</p> <p>These activities will be conducted as an "on call service" with an official request in writing. This request or authorization may be in the form of e-mail, text or formal contract and estimate.</p> <p>CHARGES</p> <p>Per activity and report: \$100 per hour</p>	1	100.00	100.00
Total			\$100.00

Phone #	Fax #	Web Site
954.998.1333	954.919.6398	www.btslandservices.com

Signature _____

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

RESOLUTION NO. 2021 - _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, REPEALING AND REPLACING RESOLUTION NO 2021-3896; CODESIGNATING A PORTION OF CURTISS PARKWAY BETWEEN DEER RUN AND PINECREST DRIVE AS “SEBASTIAN ORTIZ WAY”; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 22, 2021, the City of Miami Springs (the “City”) Council adopted Resolution No. 2021-3896 to codesignate the portion of Curtiss Parkway between Deer Run and Pinecrest Drive as “Sebastian Strong Way”; and

WHEREAS, the City Council hereby seeks to repeal Resolution No. 2021-3896 and replace it with this Resolution recognizing and honoring Sebastian Ortiz by codesignating the portion of Curtiss Parkway between Deer Run and Pinecrest Drive as “Sebastian Ortiz Way”; and

WHEREAS, Sebastian Ortiz, was a resident of the City of Miami Springs community, born May 10, 2000 to Oscar and Rosa Ortiz, the second of three boys; and

WHEREAS, Sebastian was described as gracious to others, humble, loving, effortless in befriending people, an avid runner who also represented his high school, Columbus High School Cross Country team; and

WHEREAS, in 2015, Sebastian was diagnosed with a rare form of cancer called rhabdomyosarcoma; and

WHEREAS, Sebastian’s family were disheartened to learn that new cancer treatments for children were not as advanced as the adult treatments as there was only one treatment protocol available in Sebastian’s case, a decades-old regimen that required over 30 rounds of chemotherapy, 23 doses of radiation, and four surgeries; and

WHEREAS, after a courageous 14-month battle with cancer, on December 29, 2016, Sebastian succumbed to his diagnoses; and

WHEREAS, in 2017, his family established the “Sebastian Strong Foundation,” a 501(C)(3) charity that honors the life of Sebastian Ortiz by raising awareness and funding for less toxic, more targeted childhood cancer cures; and

WHEREAS, the City Council has determined that it is proper and appropriate to

recognize and memorialize Sebastian Ortiz by codesignating the portion of Curtiss Parkway between Deer Run and Pinecrest Drive as "Sebastian Ortiz Way"; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Repeal. The City Council hereby repeals Resolution No. 2021-3896 and replaces it with this Resolution.

Section 3. Co-Designation. The City Council hereby approves the co-designation of the portion of Curtiss Parkway between Deer Run and Pinecrest Drive as "Sebastian Ortiz Way" as shown on Exhibit "A" attached hereto.

Section 4. Authorization. The City Council authorizes the City Manager to take all actions necessary to implement this Resolution, including but not limited to coordinating with the Miami-Dade County Department of Transportation and Public Works. The City Manager is authorized to place the appropriate signage or markers along the designated area.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Xavier Garcia
Councilman Bob Best
Councilman Walter Fajet
Councilwoman Maria Puente Mitchell
Mayor Billy Bain

PASSED AND ADOPTED this 8th day of March, 2021.

BILLY BAIN
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT "A"
Sebastian Strong Way



Sec. 8.01. - Appointments; establishing departments.

(1) The Council shall by ordinance appoint and prescribe the compensation of the following officers who shall not be members of the Council but who shall serve at the will of the Council: City Manager, City Clerk, City Attorney, and such additional professional assistants as may be necessary and proper in order for the Council to carry out its duties. The City Council shall, at its first regular meeting in March of each year cause a vote of confidence to be taken as to the continued services of said officers and professionals who shall serve at the will of the Council. Vote of confidence as to the City Manager shall be only in accordance with [§ 4.02\(2\)](#).

(Amend. Ord. 650-80, passed 12-8-80)