

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO.: 04-23/24**



CITY OF MIAMI SPRINGS

INVITATION TO BID

No.: 04-23/24

**Construction of The Hook Square
Pump House Replacement Project**

CITY COUNCIL

Maria Puente Mitchell, Mayor
Jorge Santin, Vice Mayor
Jacky Bravo
Dr. Walter Fajet, Ph.D.
Dr. Victor Vazquez, Ph.D.

CITY MANAGER

J.C. Jimenez

CITY CLERK

Erika Gonzalez, MMC

CITY ATTORNEY

Weiss Serota Helfman Cole + Bierman, P.L.

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PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the City of Miami Springs (“City”) is soliciting bids for the Construction of The Hook Square Pump House Replacement Project. Interested companies, firms, and individuals (“Bidders”) may obtain a copy of Invitation to Bid No. 04-23/24 (the “ITB”) to be **issued on April 11, 2024** at the City of Miami Springs, City Hall, 201 Westward Drive, Miami Springs, FL 33166 and through the Onvia DemandStar portal (www.demandstar.com). The ITB contains detailed information about the scope of services, submission requirements, and selection procedures. If Bidders 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 ITB will be made available through the DemandStar portal, and via the City’s webpage. It is the Bidder’s sole responsibility to ensure receipt of any issued notice or addenda relating to this ITB once posted to DemandStar. The bid submission shall be uploaded onto DemandStar and marked “Bid to City of Miami Springs ITB No. 04-23/24 Construction of The Hook Square Pump House Replacement Project.” Responses must be received by the City by either in person or via DemandStar no later than **May 14, 2024 at 2:30 P.M.(EST)** or at City of Miami Springs, City Hall, 2nd Floor City Clerk’s Office, 201 Westward Drive, Miami Springs, FL 33166. Responses will be opened publicly on **May 14, 2024 at 2:30 P.M.** at City of Miami Springs, City Hall, 2nd Floor Council Chambers, 201 Westward Drive, Miami Springs, FL 33166 and via virtual Zoom meeting online at: Join Zoom Meeting <https://us02web.zoom.us/j/82093154756> Meeting ID: 820 9315 4756 - One tap mobile +13052241968,,82093154756# US. Any bid submission received after this time and date, whether by mail or Otherwise, will be returned unopened. Bidders are responsible for ensuring that their bid is received and timestamped in the Clerk’s Office by the deadline.

A MANDATORY pre-bid meeting will be held in person on **April 24, 2024, 10:00 A.M., at 201 Westward Drive, Miami Springs, Fl. 33166**. A MANDATORY site-visit will immediately follow the mandatory pre-bid meeting as referenced in this paragraph. Site-visit location details will be announced during the mandatory pre-bid meeting. All Bidders planning to submit a bid must attend both of these meetings. Bidders 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 ITB’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 ITB documents.

Any questions, requests for information, or clarification pertaining to this ITB must be made in writing by no later than May 1, 2024 by 5:00P.M/(EST) to: Aemed Jaime, Procurement Specialist, City of Miami Springs, 201 Westward Drive, Miami Springs, FL 33166, Telephone 305-805-5054, Email: jaimea@miamisprings-fl.gov.

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**SECTION 1
INFORMATION FOR THE BIDDERS**

1.1 INTRODUCTION/GENERAL BACKGROUND

The City of Miami Springs (the “City”), a municipality located in Miami-Dade County, Florida, is soliciting bids for Construction of The Hook Square Pump House Replacement Project (the “Project”). The City hereby requests bids for the selection of one firm (the “Contractor” or “Bidder”) to provide the services set forth in Section 2 of this ITB.

The selected Contractor shall provide the services, design, labor, materials, equipment, and all incidentals necessary, as further defined in Section 2 of this Invitation to bid (the “Services”) to provide construction services within the City.

The City intends to award a contract to the lowest, most responsive and responsible Bidder whose bid meets the requirements and criteria set forth in this ITB for the Services described in this ITB.

1.2 SCHEDULE OF EVENTS

The following schedule shall govern this ITB. 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 ITB (Cone of Silence Begins)	4/11/2024	8:00.A.M.
2	Mandatory Pre-Bid Meeting & Mandatory Site-Visit	4/24/2024	10:00.A.M.
3	Closing Date for Bidder Questions	4/26/2024	5:00P.M.(EST)
4	City’s Answers to Questions by Bidders	5/1/2024	5:00P.M.(EST)
5	Deadline to Submit Sealed bids & Bid Opening (Hybrid meeting both in person and virtually via Zoom)	5/14/2024	2:30. P.M.(EST)
6	City Staff Member’s Review of Bids	5/14/2024 – 5/21/2024	ALL DAY
7	City Manager issues Recommendation to Council	5/22/2024	5:00P.M. (EST)
8	Council Meeting to Select Contractor(s) and Award Agreement(s)	6/3/2024	7:00P.M.(EST)

1.3 CONE OF SILENCE

Notwithstanding any other provision in this ITB, 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 ITB.

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

The Cone of Silence prohibits the following activities:

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

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- Any communication regarding this ITB between a potential Contractor, service provider, Respondent, lobbyist or Contractor and any member of a selection committee;
- Any communication regarding this ITB between the Mayor, Council members, and any member of the selection committee;
- Any communication regarding this ITB between any member of the City's professional staff and any member of the selection committee; and
- Any communication regarding this ITB between a potential Contractor, service provider, Respondent, lobbyist or Contractor 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 ITB, RFP, or bid between a potential Contractor, service provider, Respondent, bidder, lobbyist or Contractor and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such ITB, 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/bid 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 ITB;
- 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 Contractor, service provider, Respondent, bidder, lobbyist, or Contractor and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Respondent shall render the ITB 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 ITB prior to the bid submittal deadline, the City will issue written addenda/addendum. Each Contractor must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its bid.
- 1.5 CERTIFICATION.** By submitting a bid to this ITB, the signer of the bid declares that the person(s), firm(s) and parties identified in the bid are interested in and available for providing the Services; that the bid is made without collusion with any other person(s), firm(s) and parties; that the bid is

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fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the bid has full authority to bind the person(s), firm(s) and parties identified in the bid.

- 1.6 ECONOMY OF PREPARATION.** Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to fulfill the requirements of the ITB.
- 1.7 BIDS BINDING.** All bids submitted shall be binding upon the Bidder for 365 calendar days following opening.
- 1.8 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 bids shall become property of the City and shall be deemed to be public records subject to public inspection.
- 1.9 BID DISCLOSURE.** Upon opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Bidders are required to *identify specifically* any information contained in their bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received from Bidders in response to this ITB will become the property of the City and will not be returned to the Bidders. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 1.10 BID WITHDRAWAL.** Bidders may withdraw their bids by notifying the City Clerk in writing at any time prior to the scheduled opening. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide written receipt for the returned bids. Bids, once opened, become the property of the City and will not be returned to the Bidders.
- 1.11 OPENING OF BIDS.** Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid. Late Bids will not be considered. No responsibility will be attached to any City Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.
- 1.12 RETENTION OF BID.** The City reserves the right to retain all bids submitted and use any ideas contained in any bid, regardless of whether that Contractor is selected.
- 1.13 REQUESTS FOR INFORMATION/CLARIFICATION.** The City, independently or upon request, may furnish additional information related to this ITB so as to clarify any provision contained herein and/or to facilitate bids. The City has made efforts to provide accurate and complete information in this ITB. 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 Bidders to assure that they have all information necessary for submission of their bids. Any and all questions or requests for information or clarification pertaining to this ITB must be made in writing via email to Aeeded Jaime, Procurement Specialist, jaimea@miamisprings-fl.gov by no later than **May 1st, 2024 at 5:00 P.M.(EST)**.
- 1.14 IRREGULARITIES & RESERVATION OF RIGHTS.** Bids 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 bids, reject a bid which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one Bidder. Bids received after the deadline provided in this ITB will not be considered.

The City reserves the right to award one or more contract(s) to the Contractor who will best serve the interests of the City and whose bids are considered by the City to be the lowest, most responsive and responsible Bidder whose bid meets the requirements and criteria set forth in this ITB.

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Notwithstanding, the City may, at its sole discretion, reject all bids and cancel the solicitation, in which case no award will be made.

The City reserves the right to accept or reject any or all bids, 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 Contractor, including officers, principals, senior management and supervisors, as well as the staff identified in the bid.

Bidders 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.** Bidders must comply with the City's lobbyist regulations. Please contact the City Clerk at (305) 365-5506 for additional information.
- 1.16 BID/PRESENTATION COSTS.** The City shall not be liable for any costs, fees, or expenses incurred by any Contractor in responding to this ITB, nor subsequent inquiries, or presentations relating to its bid.
- 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. Bidders 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 ITB must be supplied to constitute an acceptable and complete bid.
- 1.19 PERMITS, TAXES, LICENSES.** The Contractor 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. City of Miami Springs Building Department Fee Schedule: https://www.miamisprings-fl.gov/sites/default/files/fileattachments/building/page/19744/official_fee_schedule.pdf
- 1.20 LAWS, ORDINANCES.** The Contractor 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; AGREEMENT.** The selected Contractor(s) should be prepared to execute an agreement in substantially the form of the Construction Contract provided in Exhibit A to this ITB. The terms of agreement may be negotiated upon selection of Contractor, in the City's sole discretion. Notwithstanding, the work will be substantially completed by September 2024.
- 1.22 BONDS.** The selected Contractor must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Construction Contract, deliver to the City the Bonds required to be provided by Bidder hereunder and the Construction Contract (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

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provisions of the Construction Contract is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Contractor'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 Contractor 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 Contractor 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 selected Contractor 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 Contractor 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 Contractor and the City if the selected Contractor 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: .

1.23 American Rescue Plan Act Provision.

Bidder acknowledges that the Services may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act ("ARPA"). The selected Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Addendum to this Agreement. If compliance with this section is required, the City shall select this box: .

1.26. Compliance with FDEP Requirements. The City notifies Bidders that the Project is funded through State of Florida grant administered by the Florida Department of Environmental Protection (the "Department" or "FDEP"), pursuant to a Grant Agreement No. LPA0336 dated July 1, 2022 which is attached hereto as Attachment "F" and incorporated herein by reference (the "State Contracts").

1.26.1. By bidding on the Project pursuant to this ITB, Bidder acknowledges that this solicitation shall be conducted in accordance with all FDEP procurement requirements.

1.26.1.1. Build America, Buy America Act (BABA).

1.26.1.1.1. All iron and steel used in the Project must be produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

1.26.1.1.2. All manufactured products used in the Project are produced in the United States if the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of

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domestic content of the manufactured product has been established under applicable law or regulation; and

1.26.1.1.3. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

1.26.1.1.4. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

1.26.2. Federal, State, and Local Laws. Bidder shall comply with all terms and conditions of the State Contracts and all federal, state, and local laws and regulations applicable to this Project, including, but not limited to, the following provisions:

1.26.1.1 *Convicted Vendor List.* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.26.1.2 *Discriminatory Vendor List.* In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity

1.26.1.3 *Antitrust Violator Vendors.* A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

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- 1.26.1.1 *Prohibition on Lobbying Activities.* No funds received under a contract awarded pursuant to this ITB may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- 1.26.1.2 *Immigration and Nationality Act.* The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. The Bidder shall:
- 1.26.1.2.1 Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
- 1.26.1.2.2 Expressly require any subcontractors performing work or providing services pursuant to the State Contracts to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.
- 1.26.1.3 *Cooperation with Inspector General.* Bidder shall cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Florida Statutes Section 20.055, as may be amended from time to time.
- 1.26.1.4 *FDEP Conflicts of Interest Requirements.*
- 1.26.1.4.1 Contractor acknowledges that no member, officer, or employee of the City during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in the contract awarded pursuant to this solicitation or the proceeds thereof.
- 1.26.1.4.2 By submitting a response to this solicitation, the Bidder is in compliance with and shall adhere to the following provision:

Neither the Bidder nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Bidder or the subcontractor during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Bidder, the Bidder, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Bidder or its subcontractors relating to such contract, subcontract or arrangement. The Bidder shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the [INSERT SUBCONTRACTOR NAME] or of the City during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

END OF SECTION 1

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**SECTION 2
SERVICES NEEDED BY THE CITY**

2.1 SCOPE OF SERVICES

The City is seeking a contractor for the Construction of The Hook Square Pump House Replacement Project (the "Project").

The scope of the project is to replace and upgrade the stormwater pump station that transfers water from the City's closed canal system to the SFWMD's C-6 Canal. The pump serves as flood control to local residents and businesses located in the WBID 3290 basin, as well as several neighboring communities along South Royal Poinciana, which is a major South-East thoroughfare along Miami Springs. The City of Miami Springs (City) owns, operates, and maintains the stormwater management system within its service area. The existing pump is performing below capacity, is obsolete, and fails frequently. The main object is that the groundwater table elevation in the area remains high throughout the years as the South Florida Water Management District (SFWMD) keeps the C-6 canal stages elevated enough to provide little to no head for storm water to drain by gravity. Flooding causes pollutants and solids to wash into the canal system and also increases the possibility of exfiltration and infiltration in the sewer lines. The degraded pump capacity has resulted in minor to severe roadway flooding and has threatened private residences and businesses in Hook Square and throughout the basin. The replacement of the pump station will alleviate flooding and help prevent pollutants from entering the C-6 canal. Building enhancements will also be required for the pump house's structure in addition to the replacement of the pump. The City completed an asbestos survey and, no findings of asbestos were made. The Project construction is anticipated to be completed by September 2024. Time is of the essence as to the performance of all obligations. This project considers the needs of the City of Miami Springs to comply with FDEP TMDL requirements as the City is located in WBID 3290 and has an outfall to the Miami Canal- C6, an impaired watershed for dissolved oxygen and Escherichia coli (e.coli) in the water body.

The scope of work for Project construction was prepared by the City's Engineers, Bermello Ajamil and Partners, Inc. ("BA"), and includes the following documents:

1. Attachment B: Civil Construction Drawings & The BA Technical Specifications, included in the link below;
2. Attachment C: Geotechnical Report, included in the link below;
3. Attachment D: Topographic Survey, included in the link below;
4. Attachment E: Asbestos Testing Report, included in the link below;
5. Attachment F: Schedule of Values, included in the link below;
6. Attachment G: Florida Department of Environmental Protection State-Funded Grant Agreements: Grant Agreement No. LPA0336

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Respondents must fully review, understand and acknowledge the Construction of Hook Square Pump House Replacement Project construction documents and plans as listed above, which can be found in this ITB and online on our City's website: [ITB # 04-23/24 Construction Documents and Plans](#)

END OF SECTION

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**SECTION 3
BID SUBMISSION REQUIREMENTS AND EVALUATION**

3.1 GENERAL BID INSTRUCTIONS; SUBMITTAL DEADLINE

Bidders shall upload a bid electronically via DemandStar clearly marked “Bid to City of Miami Springs ITB No.: 04-23/24 for Construction of The Hook Square Pump House Replacement Project,” together with the Bid Package documents outlined under Section 3.2 herein.

All bids must be received by May 14, 2024 by 2:30 PM via Demandstar E-bidding upload and/or in person via the City Clerk’s Office. All bids must be received by the due date and time. Bids received after the due date and time will not be considered.

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

3.2 BID REQUIREMENTS

Contractors interested in performing the Work 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 bids be organized in the manner specified herein and contain the below-listed information and documents. Failure to do so may deem a submitted bid as non-responsive.

In addition to other requirements stated in this ITB, to be eligible to respond, the Bidder shall submit a bid that includes all of the following information/documentation, appropriately tabbed, in this exact order (the “Bid Package”):

Tab A. Cover Page: Each bid submitted shall have a cover page with Contractor’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 Contractor and the City; date; and subject “Bid for ITB No. 04-23/24 for the Construction of The Hook Square Pump House Replacement.”

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

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

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

1. To be eligible to respond, the Contractor shall have five (5) years of continuous operation under the same entity name and provide proof of same.
2. Contractor must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity’s

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State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Contractor is authorized to do business in this State.

3. Contractor 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. Contractor shall provide a list of current and past clients, with emphasis on Florida municipalities.
5. Contractor must also provide the official complaint history within the last five (5) years for its qualifying professional license.
6. Contractor 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 Contractor.
7. The team working on the Project must have prior experience within the past five (5) years of providing similar services.
8. The Contractor or a combination of the Contractor and its subcontractors must be qualified for the following work classes:
 - i. Flexible Paving,
 - ii. Grading,
 - iii. Pavement Markings,
 - iv. Sidewalks,
 - v. stormwater and
 - vi. Traffic Signals.

Towards that end, Contractor shall provide proof of the above-required qualifications with its bid.

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

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors.

Tab F. Base Bid Form: Submit a signed, firm, fixed fee for providing all the Work using Form 12.

Tab G. Insurance: Bidder 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 Bidder prior to entering into an agreement with the City. The successful Bidder must submit, prior to signing of a contract, a Certificate of Insurance naming **the City of Miami Springs, Florida and the Florida Department of Environmental Protection** as an additional insured and meeting the following requirements, which are also set forth in the form of Construction Contract attached to this ITB:

Contractor shall secure and maintain throughout the duration of this ITB 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 and the Department 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,

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agents and volunteers naming the City as additional insured. Any insurance maintained by the City and/or the Department 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 and the Department 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 annual 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 ITB 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 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 H. Bid Guaranty. Each bid must be accompanied by a Bid Bond or Cashier's Check, in the amount of five percent (5%) of the bid, in the form provided in Form 13. Bid Guaranty 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 bid submission date. The Bid Bonds for all unsuccessful bids shall be returned after the 90-day period. The purpose of the bid bond is to ensure that bids are honored and that they remain valid for the required period. Accordingly, bid bonds are subject to forfeiture any time Bidders refuse to honor their bids for at least 90 days after bid opening. The Bid Guaranty 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

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may annul the notice of award and the entire sum of the Bid Guaranty shall be forfeited to the City. All Bid Guarantees of unsuccessful Bidders will be returned after the Contract is awarded and executed. If the City Manager has waived the requirement for a Bid Guaranty, the City shall select this box: .

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

Tab J. References: Three (3) letters of references shall be submitted as part of the bid, 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 OF CONTRACT

Award shall be made to the lowest, most responsive and responsible Bidder whose qualifications indicate the Award will be in the best interest of the City and whose Bid complies with the requirements of this ITB.

In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the City Manager is satisfied that the Bidder is qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes. The responsible bidder shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance, and a person who has submitted a bid which conforms in all material respects to the ITB (the "Responsible Bidder"). In evaluating responsibility, the City may also consider previous contracts with the City, past performance and experience with other contracts, compatibility of the project team with City personnel, and any other criteria deemed relevant by the City. The prime contractor needs to be FDOT prequalified prior to the time of Award of the Contract for the following work classes, Flexible Paving, Grading, Pavement markings, Sidewalks, and Traffic Signals. The City Manager or designee may reject those bids that do not meet the minimum requirements of the ITB.

If the City accepts a bid, the City will provide a written notice of award to the lowest responsive and responsible bidder, who meets the requirements of this ITB. If the successful bidder to whom the contract is awarded forfeits the award by failing to meet the conditions of this ITB, the City may, at the City's sole option, award the contract to the next lowest, most responsive, and responsible bidder or reject all bids or re-advertise the Work.

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

END OF SECTION 3

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 04-23/24**

**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 Bidder's bid:

FORMS

Form 1: Bid 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**
- **American Rescue Plan Act Compliance Affidavit (if applicable)**
- **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: Base Bid Form

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

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

ATTACHMENTS:

1. Attachment A: Draft Contract with Exhibits
 - o Exhibit A – Scope of Services
 - o Exhibit B – Consultant's Proposal

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- o Exhibit C – Schedule of Values
 - o Exhibit D – Construction Documents
2. Attachment B: Civil Construction Drawings & The BA Technical Specifications, included in the link below
 3. Attachment C: Geotechnical Report, included in the link below;
 4. Attachment D: Topographic Survey, included in the link below;
 5. Attachment E: Asbestos Testing Report, included in the link below;
 6. Attachment F: Topographic Survey, included in the link below;
 7. Attachment G: Florida Department of Environmental Protection State-Funded Grant Agreements: Grant Agreement No. LPA0336

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**FORM 1
BID CHECKLIST**

- _____ **Form 1: Bid 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: Base Bid Form**

- _____ **Form 13: Bid Guaranty/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
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FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the ITB, you certify that any and all information contained in the bid is true, that your response to the ITB is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the ITB 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 ITB, and certify that you are authorized to sign for the Bidder'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: _____

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

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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

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: _____

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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, Bidder certifies that the information contained herein is complete and accurate to the best of Bidder's knowledge.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

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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 bid dated _____, 20____, on behalf of
the Entity and submit this bid 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 bid.
2. I am fully informed respecting the preparation and contents of the attached bid and all of the
pertinent circumstances respecting such bid.
3. I am authorized to execute the bid dated _____, and submit
this bid 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: _____

**CITY OF MIAMI SPRINGS
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**FORM 5
SINGLE EXECUTION AFFIDAVITS**

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

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF BIDDING ENTITY

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF 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 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Bidder 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.

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

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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 Contractor 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

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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.

Bidder Initials

American Rescue Plan Act Compliance Affidavit

If applicable, Bidder acknowledges that compensation for the Services performed under the Agreement may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act ("ARPA"). In order to utilize ARPA funding, the City shall incorporate the federally required contract provisions in the Agreement awarded under this RFP. The Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this RFP: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; (vi) The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, and (vii) Assurances of Compliance with Title VI of the Civil Rights Act of 1964 (collectively, the "ARPA Regulations"). A copy of the ARPA Regulations are available for inspection by the Contractor at the Office of the City Clerk and at the following City link: <https://www.miamisprings-fl.gov/finance/coronavirus-state-and-local-fiscal-recovery-funds-slfrf-program-part-american-rescue-plan>.

Bidder Initials

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

Bidder 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. Bidder 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, Bidder 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 Bidder should the Bidder be selected for the performance of this contract.

Bidder Initials

Business Entity Affidavit

Bidder 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

**CITY OF MIAMI SPRINGS
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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 Bidder or Contractor, 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 Contractor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder recognizes that with respect to this transaction or bid, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or bid is submitted and may be further disqualified from submitting any future bids or bids for goods or services to City.

Bidder Initials

Non-Collusion/Anti-Collusion Affidavit

1. Bidder/Bidder has personal knowledge of the matters set forth in its bid/bid and is fully informed respecting the preparation and contents of the attached bid/bid and all pertinent circumstances respecting the bid/bid;
2. The bid/bid is genuine and is not a collusive or sham bid/bid; and
3. Neither the Bidder/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 Bidder/Bidder, firm, or person to submit a collusive or sham bid/bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Bidder, firm, or person to fix the price or prices in the attached bid/bid or of any other Bidder/Bidder, or to fix any overhead, profit, or cost element of the bid/bid price or the bid/bid price of any other Bidder/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.

Bidder Initials

Scrutinized Companies

1. Bidder 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 Contract that may result from this ITB at its sole option if the Bidder or its subcontractors are found to have submitted a false certification; or if the Bidder, 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 Contract.
2. If the Contract that may result from this ITB is for more than one million dollars, the Bidder 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

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 04-23/24**

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 Contract that may result from this ITB at its sole option if the Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Bidder, 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 Contract.

3. The Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Contract that may result from this ITB. 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.

Bidder Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Contractor 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. Contractor warrants that it will not delegate or subcontract its responsibilities under a contract without the prior written permission of the City Manager.
4. Contractor warrants that all information provided by it in connection with this bid is true and accurate.
5. I hereby propose to furnish the services specified in the ITB. I agree that my bid 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 bid 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 Contractor 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 Contractor 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 Contractor list.

Bidder 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

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 04-23/24**

or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (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

Bidder Initials

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 04-23/24**

Truth in Negotiation Certificate

The Contractor 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 Invitation to bid and the Contract for Construction related thereto will be accurate, complete, and current at the time of contracting. The Contractor 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.

Bidder Initials

Prohibition on Contingent Fees

[OMITTED]

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

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 04-23/24**

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

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 04-23/24**

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: _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 04-23/24**

**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 Contractor 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 bid for the City of Miami Springs.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 04-23/24**

**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:

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 04-23/24**

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 Bidder 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 bid. (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
INVITATION TO BID NO. 04-23/24

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
INVITATION TO BID NO. 04-23/24**

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
INVITATION TO BID NO. 04-23/24**

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
INVITATION TO BID NO. 04-23/24**

**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 Bidder 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 ITB and signing below, the Bidder 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 bid 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
SCHEDULE OF VALUES FORM

CITY OF MIAMI SPRINGS

Construction of The Hook Square Pump House Replacement Project
City of Miami Springs Project No.: ITB No.: 04-23/24
Engineering Company: Bermello Ajamil and Partners



Contractor Name:
Contractor Address:

Date of submission:

Pay Item Number	Description of Work	Quantity	Unit	Bidder's Unit Cost	Total Cost
DIV .2	Demolition / Removal of Miscellaneous Items and Connections, Additional Minor Repair and Preparation, removal of existing generator, mechanical and structural	1	LS		
02 81 20	Removal of Hazardous Waste, Remediation	1	LS		
DIV .3	CONCRETE, new concrete slab, roof and concrete beam	1	LS		
DIV .4	MASONRY- Stucco and paint	1	LS		
DIV .5	METALS- Structural framing	1	LS		
DIV .6	WOODS AND PLASTICS- Fiberglass grating	1	LS		
DIV .7	THERMAL AND MOISTURE PROTECTION- Roofing specialties, fireproofing and roof hatch, joint sealants, caulking and waterproofing	1	LS		
DIV .8	OPENINGS- Steel doors and frames, Door Hardware, Weatherstripping, Thresholds and Seals	1	LS		
DIV .22	PLUMBING	1	LS		
22.11.1	Installation/Replacement to Existing Fiarbanks Pump PM7068. Installation of New National Pump Model #20-LL20P Propeller	1	LS		

CITY OF MIAMI SPRINGS

Construction of The Hook Square Pump House Replacement Project
 City of Miami Springs Project No.: ITB No.: 04-23/24
 Engineering Company: Bermello Ajamil and Partners



Contractor Name:
 Contractor Address:

Date of submission:

Pay Item Number	Description of Work	Quantity	Unit	Bidder's Unit Cost	Total Cost
DIV .26	ELECTRICAL- Lighting control devices, low voltage distribution equipment and wiring devices, interior lightning, conduct & wire, raceways	1	LS		
DIV .31	EARTHWORK- Site clearing, earth moving, excavation, fill, erosion and sediment controls, riprap	1	LS		
DIV .33	UTILITIES- Storm drainage, utility precast box, drainage grate	1	LS		
	Miscellaneous Connections & Adjustments (Bends, Valves, Plugs, etc..)	1	LS		
	PUMP CHARGES - PUMP HAS BEEN PURCHASED BY THE CITY				
	OPTIONAL EQUIPMENT				
	Emergency generator- Portable				
	Bid bond		5%		
	Performance Bond		%		
	Payment Bond		%		
	TOTAL BID AMOUNT- LUMP SUM				
	Additional lines, as needed				

FORM 13
BID GUARANTY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Bidder, 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:

Construction of The Hook Square Pump House Replacement Project
ITB NO.: 04-23/24

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 bid amount be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Miami Springs and furnishes the Performance Bond, in an amount equal to one hundred percent of the 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 _____, 20____.

In the presence of:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

Print Name: _____

Title: _____

Principal/Firm: _____

In the presence of:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

Attorney-In-Fact: _____

(Power of Attorney to be attached)

Resident Agent

FORM 14
FORM OF PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") 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 a Contract pursuant to ITB No.: 04-23/24, which was awarded on _____, 2024, 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 PAYMENT BOND/OBLIGATION are that if Contractor shall promptly make payment to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 255.05(1) of the Florida Statutes; and
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit; and
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection;
 - b. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore;
 - c. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;

- d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- 4. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- 5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
- 6. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's rating of " _____ " and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 2024, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: If Sole Ownership or Partnership, two (2) Witnesses Required; If Corporation, Secretary Only will attest and affix seal.

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: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

(Affix Corporate Seal)

Corporate Secretary

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

State of Florida
County of _____

Before me, a Notary Public, duly commissioned, qualified and acting, appeared _____ by means of physical presence or online notarization who being by me first duly sworn upon oath, says that s/he is the Attorney-in-Fact, for the _____ and that s/he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Miami Springs, Florida

Sworn and subscribed to before me this _____ day of _____, 20____.

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

(Attach Power of Attorney)

PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") 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 ITB No.: 04-23/24, awarded on _____, 2024, 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:

7. 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
8. 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
9. 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:
10. 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: _____

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this “Contract”) is made this _____ day of _____, 2024 (the “Effective Date”) by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **[INSERT CONTRACTOR’S NAME]**, a **[INSERT TYPE OF ENTITY]** (the “Contractor”).

WHEREAS, the City issued Invitation to Bid No. 2024-XX (the “ITB”) for construction of **[INSERT DESCRIPTION]** at **[LOCATION]** (the “Project”), which ITB is incorporated herein by reference and made a part hereof as Exhibit “A”; and

WHEREAS, in response to the City’s ITB, the Contractor submitted a bid for the Project (“Bid”), which Bid is incorporated herein by reference and made a part hereof as Exhibit “B”; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in the amount of [\$] in response to the ITB and was selected and awarded this Contract pursuant to Resolution No. ___ for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the City that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

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

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the “Work” or the “Project”) including, without limitation as described in the approved plans, drawings and/or specifications prepared by **[INSERT PROJECT CONSULTANT]** (the “Project Consultant”) attached hereto as Exhibit “A” (the “Plans”) and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

[INSERT NAME OF PROJECT]

1.2. 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 City, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or City as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the City. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the 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 City and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. 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.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. 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 City at no additional cost, including digital I (CAD and PDF) versions.

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

1.4.2. 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 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 Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. 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 City. 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 in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the City. 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. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the City.

1.5.2. The City at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the City, the City assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the City as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a City provided staging site without the prior written approval of the City.

1.6. Purchase and Delivery, Storage and Installation. 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 local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the City.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor 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. The Contractor shall provide at least fourteen (14) days notice to the City Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the City as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the City Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to City of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within [INSERT SUBSTANTIAL COMPLETION TIME] calendar days from the date specified in the Notice to Proceed ("Contract Time")**. Substantial Completion shall be defined for this purpose as the date on which City receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within [INSERT FINAL COMPLETION TIME] calendar days from the date specified in the Notice to Proceed ("Final Completion Time")**. The Final Completion date is defined as the date determined by the City when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to City all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to City the sum of **[INSERT SUBSTANTIAL COMPLETION LIQUIDATED DAMAGES]** for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to City the sum of **[INSERT FINAL COMPLETION LIQUIDATED DAMAGES]** for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to City for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by City as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. City is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to City by Contractor exceeds monies due Contractor from City, Contractor shall be liable and shall immediately upon demand by City pay to City the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. **Guaranteed Maximum Price.** The City shall pay the Contractor an amount not to exceed \$_____ for the performance of the Work in accordance with the line items and unit prices included in Exhibit "B" (the "Contract Price"). The Contract Price shall be full compensation for all services, labor, materials, equipment, and 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. The Contract Price shall include all applicable sales taxes as required by law.

3.2. 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 Project Consultant or City as applicable may require further breakdown after review of the Contractor's submittal. The City 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. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the City Manager.

3.3. Payment Application Procedures. City 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 City 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 to the Project Consultant. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the City or City's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as City shall determine or City 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 five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by City until final completion and acceptance of the Work by City. In the event there is a dispute between Contractor and City concerning a Pay Application, dispute resolution procedures shall be conducted by City commencing within 45 days of receipt of the disputed Payment Application. The City shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the City must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the City and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the City;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the City and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the City Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the City, and upon receipt of consent by any surety, City shall pay the remainder of the Contract Price (including Retainage) as recommended by the City's Project Consultant and Building Official. Final payment is contingent upon receipt by City from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the City;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the City to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The City may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the City's Project Consultant, to protect the City from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the City, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The City has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the City;

3.6.6. The City has 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;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of City Rights. The payment of any Application for Payment by the City, including the final request for payment, does not constitute approval or acceptance by the City of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the City's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the City. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the City.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the City. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the City and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the City of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to City.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications attached hereto as Exhibit "A" (the "Plans and Technical Specifications"), the ITB and any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing) attached hereto as Exhibit "B", the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project.

4.2. 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.

4.3. The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

4.4. 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 Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: This Base Agreement;

4.4.3. Third Priority: Exhibit "A," the Plans and Technical Specifications;

4.4.4. Fourth Priority: Exhibit "B," the Bid; and

4.4.5. Fifth Priority: Contract Documents, excluding this Base Agreement and Exhibits listed in this Section.

5. INDEMNIFICATION

5.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, consultants, and employees, from and against any and all demands, claims, losses, expenses, suits, liabilities, causes of action, judgment or damages, including but not limited to legal fees and costs and through appeal, arising out of, related to, resulting from, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including but not limited to by reason of any damage to property, or bodily injury or death incurred or sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful, wanton, or negligent, or grossly negligent acts or omissions of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.. Additionally, the Contractor shall defend, indemnify, and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services

pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law.

5.2. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by City and prior to commencing any Work. 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 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 6.1.

6.1.1.1. 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 Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

6.1.1.2. 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 Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

6.1.1.3. 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 Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of City and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. If Builder's Risk insurance is not required for this Project, the City shall select this box: .

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the City with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, 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 Contract and shall state that such insurance is as required by this Contract. 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 Work, 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.

6.1.2.1. Additional Insured. The City is to be specifically included as an Additional Insured for the liability of the City resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor'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 Contractor's insurance. The

Contractor'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.

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

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. Prior to performing any portion of the Work the Contractor shall deliver to City the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by City and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. 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 is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of 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 shall be Contractor'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 Contractor 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 City. As authorized by Section 255.05(1)(a), Florida Statutes, if this Project is exempt from posting of a payment and performance bond, the City shall select this box: .

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the City to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

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

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

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

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.

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

7.1.1.7. Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as

otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. No recovery for changed market conditions.

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the "Pandemics") and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The City shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Section.

7.3. Contractor warrants the following:

7.3.1. 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.

7.3.2. 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 City has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, City, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including City building permits. Prior to commencement of the Work, the Contractor shall provide the City with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, City, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including City building permits. Prior to commencement of the Work, the Contractor shall provide the City with copies of all required permits. City building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. Defective Work; Warranty and Guarantee.

7.4.1. City shall have the authority to reject or disapprove Work which the City finds to be defective. If required by the City, 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.

7.4.2. 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 City or its designee, City 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 City 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, City may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial 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 City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the City 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 City all material and equipment warranties upon completion of the Work hereunder.

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

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, City may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed monies due Contractor from City, Contractor shall be liable and shall pay to City the amount of said excess promptly upon demand therefore by City. In the event it is adjudicated that City was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by City for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the City for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the City. In such event, the Contractor shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the City upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) City funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the City secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the 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.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by City. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the City reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the City. The City reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such

changes will be authorized only by a change order (“CO”) approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order (“RCO”) in a form approved by the City, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The City may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor’s acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the City Code of Ordinances, approved by the City Council.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the City reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the City directs the Contractor to proceed on a time and materials basis, the City shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the City.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with City, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City Manager.

10.2. Contractor’s Responsibility for Damages and Accidents.

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

10.2.2. 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 City, Contractor shall replace same without cost to City.

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

10.4. Waiver of Jury Trial. CITY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT 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.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Contractor 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. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The City or any of its duly authorized representatives shall, for five (5) 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.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of City providing for retention and audit of records.

10.7.3. 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 this Project.

10.7.4. The City 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 Contact that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative (“Authorized Representative”) acceptable to City to represent and act for Contractor and shall inform City, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep City informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the City. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the City, Contractor shall replace the unacceptable personnel with personnel acceptable to the City.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to City. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. City shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by City at Contractor's expense.

10.13. 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, City shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, City 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 City 's reasonable attorneys' fees and costs incurred in connection therewith.

10.14. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract 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 Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. 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 the City which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the City. Contractor 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 Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. 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 five (5) 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 City.

10.17.3. Upon request from the City's custodian of public records, Contractor 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.

10.17.4. 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 Contract are and shall remain the property of the City.

10.17.5. 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 City, within seven (7) days. All such records stored electronically by Contractor 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 Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

10.17.8. 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.**

10.18. 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.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. 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.

11.1.2. The City 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 City 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 City 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).

11.2. Hours of Work. 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 City 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 Code

of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the City.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the City to protect the public health, safety, and welfare, a 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 City with a proposed MOT plan for review. The City 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.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the 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 City may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather 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 City, 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 City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act (“ARPA”). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as

further detailed in the ARPA Contract Conditions. If compliance with the ARPA Addendum is required, the City shall select this box: .

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a "Grant"). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant. If the Work will be funded utilizing Grant funds, the City shall select this box: .

Grant Title	Grant Agreement Exhibit

If the Work will be funded utilizing Grant funds, the City shall select this box: .

11.9. DBE Contract Assurance.

11.9.1. The City affirms it has encouraged women-owned, minority-owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

11.9.2. Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

11.10. Scrutinized Companies.

11.10.1. Contractor 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 this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.

11.10.2. If this Agreement is for more than one million dollars, the Contractor 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 this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification;

or if the Contractor, 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.

11.10.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

11.10.4. 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.

DRAFT

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 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: _____

Title: _____

Witness #2 Print Name: _____

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

NOTICE TO PROCEED

Dated: _____, 20__

To: _____

Project Name: _____

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 2024. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 2024 and _____, 2024, ____/____ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the City (____ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

CITY OF MIAMI SPRINGS

By: _____
JC Jimenez
City Manager

ACCEPTANCE OF NOTICE TO PROCEED

[INSERT NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Scope of Services

The City is seeking a contractor for the Construction of The Hook Square Pump House Replacement Project (the "Project").

The Project is intended to replace and upgrade one old stormwater pump station that transfers water from the City's closed canal system to the SFWMD's C-6 Canal. This pump provides flood control to local residents and businesses located in the WBID 3290 basin, as well as several neighboring communities along South Royal Poinciana, which is a major South-East thoroughfare along Miami Springs. The City of Miami Springs (City) owns, operates, and maintains the stormwater management system within its service area. The existing pump is performing below capacity, is obsolete, and fails frequently. The main issue is that the groundwater table elevation in the area remains high throughout the years as the South Florida Water Management District (SFWMD) keeps the C-6 canal stages elevated enough to provide little to no head for storm water to drain by gravity. Flooding causes pollutants and solids to wash into the canal system and also increases the possibility of exfiltration and infiltration in the sewer lines. The degraded pump capacity has resulted in minor to severe roadway flooding and has threatened private residences and businesses in Hook Square and throughout the basin. The replacement pump station will alleviate flooding and help prevent pollutants from entering the C-6 canal. Building enhancements will also be required for the pump house's structure in addition to the replacement of the pump. The City completed an asbestos survey and, no findings of asbestos were made. The Project construction is anticipated to be completed by September 2024. Time is of the essence as to the performance of all obligations.

This project considers the needs of the City of Miami Springs to comply with FDEP TMDL requirements as the City is located in WBID 3290 and has an outfall to the Miami Canal- C6, an impaired watershed for dissolved oxygen and Escherichia coli (e.coli) in the water body.

The scope of work for Project construction was prepared by the City's Engineers, Bermello Ajamil and Partners, Inc. ("BA").

EXHIBIT B

Consultant's Proposal

EXHIBIT C

Schedule of Values

EXHIBIT D

Construction Documents

ATTACHMENT B

Civil Construction Drawings & The BA Technical Specifications

Construction of Hook Square Pump House Replacement Project Construction Documents, Plans and Surveys. Please refer to the following link to obtain copies of the Construction Documents and Plans with respect to this Project: [ITB # 04-23/24 Construction Documents and Plans](#)

ATTACHMENT C

Geotechnical Report

Construction of Hook Square Pump House Replacement Project Construction Documents, Plans and Surveys. Please refer to the following link to obtain copies of the Construction Documents and Plans with respect to this Project: [ITB # 04-23/24 Construction Documents and Plans](#)

ATTACHMENT D

ITB Page 87 of 91

Topographic Survey

Construction of Hook Square Pump House Replacement Project Construction Documents, Plans and Surveys. Please refer to the following link to obtain copies of the Construction Documents and Plans with respect to this Project: [ITB # 04-23/24 Construction Documents and Plans](#)

ATTACHMENT E

Asbestos Testing Report

Construction of Hook Square Pump House Replacement Project Construction Documents, Plans and Surveys. Please refer to the following link to obtain copies of the Construction Documents and Plans with respect to this Project: [ITB # 04-23/24 Construction Documents and Plans](#)

ATTACHMENT F

Schedule of Values

REFER TO FORM 12

ATTACHMENT G

Florida Department of Environmental Protection, State-Funded Grant Agreements –

Grant Agreement No. LPA0366 dated July 6, 2022

Construction of Hook Square Pump House Replacement Project Construction Documents, Plans and Surveys. Please refer to the following link to obtain copies of the Construction Documents and Plans with respect to this Project: [ITB # 04-23/24 Construction Documents and Plans](#)