

**Miami Shores Village**

**Addendum 4**

**No. 2021-02-01**



**“N.E. 96<sup>th</sup> Street from N.E. 2<sup>nd</sup> Ave to N.E. 10<sup>th</sup> Ave  
Roadway Improvements”**

Please find below answers to questions received:

1. Is Miami Shores Village responsible for the costs of the permits to work within the railroad right of way or are they to be included in the bid items?

**The cost of permitting work within the railroad right of way will be reimbursable by the Village of Miami Shores.**

2. Are the costs to repair court areas where the ADA ramps are removed and replaced included or a separate bid item?

**The full cost for replacement of the ADA ramps shall be included in the bid for concrete.**

3. As part of our drainage installation restoration, the existing curb along the edge of pavement will need to be restored. The plans depict the existing curb as type “D” curb. We inspected the site and the existing curb is type “F” curb and gutter. Which type do we restore with?

**The existing old curb and gutter has been paved over time to the extent that in order to match the existing condition, we are replacing with type D in the areas that require repair. Please bid type D per the plans.**

4. As part of the scope of works call in the Item #5: Cleaning / Desilting Existing & Proposed Storm Sewer. My question is: It include the existing Pipes? If yes, what is the estimate length of existing pipes to be cleaned?

**Cleaning and desilting only include existing storm sewer pipes. The approximate length of the existing storm pipes is 1,900 LF.**

Also, please find attached the Bid Bond, Performance Bond and Payment Bond forms.

*\*\*\*Bidders must sign a copy of this addendum as acknowledgment of receipt and must include in the proposal.*

**BID BOND**

STATE OF FLORIDA)  
  <sup>ss</sup>  
COUNTY OF                    )

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_, as Surety, a  
Corporation chartered and existing under the laws of the State of \_\_\_\_\_, with its principal  
offices in the City of \_\_\_\_\_, and authorized to do business in the State of Florida are  
held and firmly bound unto the Owner, \_\_\_\_\_ in the penal sum  
of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of  
the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs,  
executors, administrators, and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted  
the accompanying bid, dated \_\_\_\_\_, 20 \_\_\_\_, for:

**N.E. 96TH STREET FROM N.E. 2ND AVE TO N.E. 10TH AVE – ROADWAY IMPROVEMENTS  
MIAMI SHORES VILLAGE, FLORIDA**

**NOW, THEREFORE:**

- A. If the principal shall not withdraw said bid within sixty (60) days after date of opening of the same, and shall within ten (10) working days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.
  
- B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, 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.

WITNESSES: (If Sole Ownership or Partnership, two (2) witnesses required).  
(If Corporation, Secretary Only will attest and affix seal).

WITNESSES:

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

PRINCIPAL:

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized (Affix Seal)

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
City, State & Zip Code

WITNESSES:

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_

SURETY:

\_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact (Affix Seal)

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

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Name of Local Insurance Agency

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed said bond on behalf of the principal, was then \_\_\_\_\_ of said corporation; that I know his signature, and his 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.

\_\_\_\_\_  
Secretary

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF \_\_\_\_\_ )<sup>ss</sup>

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared \_\_\_\_\_, to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Owner, the \_\_\_\_\_.

Sworn and Subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

(Attach Power of Attorney to original Bid Bond)

\_\_\_\_\_  
Notary Public State of Florida at Large  
My Commission Expires:

END OF SECTION



stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.

- C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.
- D. 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 \_\_\_\_\_ 20\_\_\_\_, 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 governingbody.

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

WITNESSES:

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

PRINCIPAL:

\_\_\_\_\_  
Signature of Authorized Officer  
(Affix Seal)

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
City, State & Zip Code

WITNESSES:

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

SURETY:

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Name of Local Insurance Agency





**PAYMENT**

**BOND**

STATE OF FLORIDA)  
COUNTY OF                    ) <sup>ss</sup>

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as  
Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety,  
hereinafter called Surety, are held and firmly bound unto the \_\_\_\_\_, as Oblige  
hereinafter called Owner, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof  
Contractor and Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_, entered into  
a Contract with Owner for:

**N.E. 96TH STREET FROM N.E. 2ND AVE TO N.E. 10TH AVE – ROADWAY IMPROVEMENTS  
MIAMI SHORES VILLAGE, FLORIDA**

in accordance with Drawings and Specifications prepared by T.Y. LIN INTERNATIONAL which  
Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH**, that if the  
Principal 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:

- A. 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.
- B. 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.

- C. No suit or action shall be commenced hereunder by any claimant.
  - 1. 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.
  - 2. 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.
  - 3. 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.
  - 4. 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.
- D. 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.
- E. 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 there under 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.
- F. 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 \_\_\_\_\_ 20\_\_\_\_, 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).

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

PRINCIPAL:

\_\_\_\_\_  
Signature of Authorized Officer

(Affix Seal)

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
City, State & Zip Code

SURETY:

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Name of Local Insurance Agency

**CERTIFICATES 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 signature, and his 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.

\_\_\_\_\_  
Secretary

(Corporate Seal)

STATE OF FLORIDA)  
COUNTY OF \_\_\_\_\_ ) ss

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared

\_\_\_\_\_ to be well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Miami Shores Village, Florida.

Sworn and Subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

(Attach Power of Attorney to original Bid Bond)

\_\_\_\_\_  
Notary Public State of Florida at Large  
My Commission Expires: