Miami Shores Village



Request for Proposals No. 2019-04-02

PROFESSIONAL SERVICES PLAN FOR A DESIGN BUILD REPLACEMENT INTERACTIVE PLAY STRUCTURE AT THE MIAMI SHORES AQUATIC CENTER.

RFP Sealed Proposal Acceptance:

Deadline for Proposals is Monday June 10th, 2019 at 5:00 PM

Miami Shores Village Hall 10050 N.E. 2nd Avenue Miami Shores, FL 33138

MIAMI SHORES VILLAGE, FLORIDA

Miami Shores Village, Florida (the "Village") invites qualified firms to submit proposals to provide:

PROFESSIONAL SERVICES PLAN FOR A DESIGN BUILD REPLACEMENT INTERACTIVE PLAY STRUCTURE AT THE MIAMI SHORES AQUATIC CENTER.

Miami Shores Village is accepting Requests for Proposals from a firm(s) to provide services necessary for the project (the "Project") described herein.

Miami Shores Village, Florida (the "Village") will receive sealed proposals until 5:00 PM (local), Monday June 10th, 2019, at Village Hall, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138. Faxed or e-mailed Proposals shall be rejected and will not be accepted.

The Village's contact information for this RFP is:

Recreation Department Angela Dorney 10050 N.E. 2nd Avenue

Miami Shores, Florida 33138 Telephone: 305-758-8103

RFP documents may be obtained via the Internet at the Miami Shores Village website at www.msvfl.gov. If you do not have internet access, you may obtain the documents by contacting the Village Clerk's Office at 305-762-4870 or via email at rodriguezy@msvfl.gov.

The Village reserves the right to reject submissions with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive submissions may be rejected by the Village as non-responsive or irregular. The Village reserves the right to reject any submission for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Village or has failed to perform faithfully any previous contract with the Village or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a submission.

RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Village** shall mean the Miami Shores Village, Village Council or Village Manager, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall mean:

Angela Dorney, Recreation Director

10050 N.E. 2nd Avenue Miami Shores, Florida 33138 Telephone: 305-758-8103 Email: dorneya@msvfl.gov

B. <u>INVITATION TO PROPOSE; PURPOSE</u>

The Village solicits proposals from responsible Proposers to submit proposals to perform work for or provide goods and/or services to the Village as specifically described in the Scope of Services.

C. CONTRACT AWARDS

The Village Council anticipates entering into a contract with the Proposer who submits the submission judged by the Village to be most advantageous. The Village anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Village selects a submission, the Village will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Village Attorney and has been executed by both the Village (with Council approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Village nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Costs of preparation of a response to this request for proposals are solely those of the proposers. Proposers should prepare their submissions simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP. The Village bears no responsibility for any costs associated with any administrative or judicial proceedings resulting for the solicitation process.

E. INQUIRIES

The Village will not respond to oral inquiries. Proposers may, via electronic mail, submit written inquiries for interpretation of this RFP to the attention of Tom Benton.

Please mark the correspondence "RFP No. 2019-04-02".

The Village will respond to written inquiries received at least 5 working days prior to the date scheduled for receiving the submissions. The Village will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Village will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Manager. Although the Village will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Village may postpone scheduled due dates in its sole discretion. The Village will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING

All bidders must attend a pre-bid meeting at the Aquatic Center on May 15th, 2019 at 11:00 AM.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original unbound and five (5) copies of the submission in a sealed package. All copies will be on 8 $\frac{1}{2}$ " x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the submission on electronic media in printable Adobe or Microsoft Word format (or other format approved by the Village). Failure to adhere to the submittal quantity criteria may result in the submission being considered non-responsive.

The package shall be clearly marked in the lower left-hand corner on the outside as follows:

Submitted by: Address:
INTERACTIVE PLAY STRUCTURE AT THE MIAMI SHORES AQUATIC CENTER.
Subject: PROFESSIONAL SERVICES PLAN FOR A DESIGN BUILD REPLACEMENT
To: Miami Shores Village – Village Clerk RFP No. 2019-04-02

Submissions shall be submitted in person or by mail. Email submittals are not accepted. Any submission may be withdrawn until the date and time set above for the submissions. Late submittals, additions, or changes will not be accepted and will not be returned.

Pursuant to County Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the Miami Shores Village competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the Village Manager makes a written recommendation to the Village Council concerning the competitive purchase transaction. For more information on the "Cone of Silence," please contact the Communications Manager, Elizabeth Keeley at keeleye@msvfl.gov.

PURPOSE and GENERAL INFORMATION

Miami Shores Village is seeking proposals for the design-build and installation of a replacement waterpark feature at the Aquatic Center, "Shipwreck Cove". The Aquatic Center is a three-acre complex with two pools: Shipwreck Cove features an activity pool with four (4) slides and 0' depth entry and an eight lane competition pool. Due to the age of the existing activity pool structure, the Village is now seeking a replacement water feature.

The required services and conditions are described in the Scope of Services. Satisfaction of RFP requirements will be the basis of identifying the successful consultant. The qualified firm should have experience in waterpark design and construction.

The proposal should reflect all costs associated with the project as listed below.

BACKGROUND

Miami Shores Village is situated in the northeastern end of Miami-Dade County and is located in close proximity to I-95 and downtown Miami. The Village has a resident population of approximately 10,450 and was incorporated in 1932.

Miami Shores Village conducted an annual safety evaluation of the waterpark structure prior to opening this season, and it was determined that the existing structure will no longer pass inspection. As a result, the activity slides have been closed until replacement is complete.

The objective of this Request for Proposal is to replace the existing water park feature, providing a new signature location for Miami Shores Village. While price is a significant factor, other criteria will form the basis of the award decision, as more fully described in the Scope of Service of this Request for Proposal below. The scope of the project involves the demolition, demolition removal, design, engineering, supply, and installation of an interactive play structure with a minimum of 4-slides, sprays, and a minimum of 30 interactive/activities features. The new play structure will be replacing an existing interactive play structure. Some portions of the structure may be below water; components must be powder coated, galvanized, or stainless steel per the scope of work. The proposed structure is required to fit within the existing pool. It is anticipated that some modifications will be needed to match the new play structure to the existing plumbing and foundations. The above mentioned work must include a survey of the existing plumbing, lines and drains to be performed by the awarded contractor.

SUBMITTAL REQUIREMENTS

Proposers shall submit one (1) original unbound and five (5) copies of the proposal in a sealed package. All copies will be on 8 %" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the Village). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

The package shall be clearly marke	ed on the outside as follows:
To: Miami Shores Village – Village	Clerk
RFP No. 2019-04-02	
Subject: PROFESSIONAL SERVICES	PLAN FOR A DESIGN BUILD FOR A REPLACEMENT
INTERACTIVE PLAY STRUCTURE AT	T THE MIAMI SHORES AQUATIC CENTER.
Cubmitted by	Addross:

Submissions must be submitted no later than 5:00 PM on Monday, June 10th, 2019, to Village Clerk, Ysabely Rodriguez, Miami Shores Village, 10050 N.E. Second Avenue, Miami Shores, FL 33138. Submissions received after the date indicated will not be considered.

Submissions shall be delivered in person or by mail. Email submittals are not accepted. Any proposal may be withdrawn until the date and time set above for the submissions.

Late submittals, additions, or changes will not be accepted and will be returned.

The successful firm(s) shall respond to the RFP with the information requested below. This information shall be provided in the order shown in this request. Information can be provided in multiple sections but must appear in the requested section. Each tab must contain a narrative on the requested subject and examples of direct experience when requested.

Miami Shores Village will not be responsible for considering information provided under the wrong tab. The proposing consultant is solely responsible for its interpretation of this RFP. For the purpose of this RFP, the term "firm" shall be interpreted to mean firm or firms. In the case of partnerships, the requested information shall be provided for each firm in the partnership and shall be provided in separate sections under the requested tab. Failure to respond in the requested format may result in the firm being disqualified from consideration. All submitted materials become the property of Miami Shores Village.

Submittals shall be 8-1/2 x 11 inch and organized in sections following the order specified under contents.

RFP submittals shall contain the following information:

- A letter of transmittal signed by an individual authorized to bind the proposing entity.
- A table of contents listing the material by section and by page number.
- Background of the firm including the firm's experience in assisting other entities
 developing a similar site. Firm must provide a list of at least 3 completed projects within
 the United States that are substantially similar to the size and scope of this project as
 part of their response, including references for each. Other examples of the company
 capabilities of work should be provided as well and indicate the three (3) closest
 locations to Miami Shores Village.
- General information about the firm (i.e., company, location of office(s), years in business, organization chart, number and position titles of staff, and any certification(s) or degree(s)).
- Provide the name, title, experience and qualifications of the personnel who will be assigned to provide service to the Village including a project manager and the main project team. Please include an organizational chart of the proposed team with key personnel highlighted.
- Engineering and financial experience of the firm including the firm's experience with various methods of estimating costs, funding projects and programs, engineering of complex projects or programs and regulatory knowledge related to the building and installation of water parks.
- Provide proof of compliance with insurance requirements and attach a copy of a valid insurance certificate for the firm's general liability, professional liability, and automobile insurance, and proof of adequate worker's compensation coverage for employees.
- Degree of work, if any, that is to be subcontracted. Fee estimate, including labor, subconsultants and projected reimbursable costs. The fee portion of the proposal shall include costs and fees for the proposed services based on hourly rates of staff with the costs by task including staff hours and a listing all professional services expenses anticipated including insurance, printing, communications and travel. These billing rates shall include provision for normal supplies and materials, in-house reproduction services, and local travel costs. Subcontractor costs shall be clearly identified with the markup provided as a separate cost. The price proposal should indicate the overall fixed price for the project.
- A technical proposal must be provided with an overview of the proposed solution The technical proposal should provide a proposed schedule and milestones with a May 3, 2020 completion.
- Provide a scaled color rendering, showing overhead and side elevations of the proposed water structure. List the number of slides and interactive water features proposed.

- Proposed structure and accompanying water flow features must be compatible with existing pump capacity and underground piping currently supplying water to the existing play structure.
- All piping under the existing shell must be dug up and replaced from the point where the
 piping attaches to the water feature, to a point outside the existing pool and reconnected
 to the existing supply line(s) returning to the pumps in the mechanical pump room.
- Any and all damage done to the pool exposed aggregate surface during demolition, installation of new water features and installation of new piping must be repaired to like new condition to match the existing pool surface.
- If you have a standard set of terms and conditions, please submit them with your proposal.

 All terms and conditions will be subject to negotiation.

SCOPE OF SERVICE

The scope of services, as may be modified through negotiation and/or by written addendum issued by the Village, will be made a part of the Agreement.

The criteria set forth below must be met to achieve successful completion of the project:

- Demolition and removal of existing aquatic playground.
- Survey of existing pool site to determine where the existing plumbing, lines, drains and fixtures are.
- One JUNGLE themed ADA compatible, multi-level water feature with a dumping bucket or similar iconic feature shall be located in the pool. The structure, all associated slides, and all sprays and water flows MUST fit within the pool as currently designed.
- Water Play Components: Basis of design Minimum 4 waterslides of various heights for a
 range of ages, 30+ play activities with multiple decks, and tipping bucket or alternative iconic
 water element. Fifth slide is an option/alternate. Acrylic panel railings are preferred where
 applicable. The supports shall be designed by the Contractor and incorporated into the
 existing Pool Basin. Slides and foundations will be designed by the Contractor 's engineer.
 Slides shall terminate into existing pool. Play Structure must achieve as many open sight lines
 as possible.
- The water feature shall be designed and engineered for the foundations and slide columns to be integral with the pool structure where possible. The water feature Contractor shall be responsible for all engineering drawings and coordination of foundations and or piers necessary for structure.

- Erection of all structures and all waterslide components (fiberglass and supports) shall be installed and coordinated by the Contractor. The Unit shall include, but is not limited to, theme elements, structural platforms, bridges, railings, barriers, grab rails, landings, stairs, nettings, deck safety pads, interactive spray features on the structure and on the wet deck, fiberglass waterslides, and dumping attraction. Contractor shall provide all anchor bolts, templates, embedment's, and plates required for water slides.
- Size: The unit shall fit inside the existing pool and match up with the existing underground piping where possible. If unable to fit, written notification will be provided prior to submitting a bid.
- Theme: Include pricing as needed in this proposal for a JUNGLE theme; assume a fun colorful creative structure for pricing purposes.
- Waterslides: At least 4 waterslides Fifth slide is an option/ alternate.
- Materials: Ensure all materials are structurally sound and suitable for safe play. The main structure shall be Schedule 40 Stainless steel pipe. All decks, staircases and links shall be 304 Stainless Steel perforated sheet (to permit drainage). All hardware to be 316 Stainless Steel. Any non-structural component may be fabricated from PVC or fiberglass and suitably protected from ultraviolet deterioration. All standpipes and attractions permanently immersed in water to be 316 grade powder coated or painted stainless steel, to a level of 12 inches above water level. All steel components to be powder coated. All required nozzles shall be stainless steel or brass. Contractor shall provide packing, crating, insurance and delivery of all materials FOB job site.
- All aquatic structures and associated equipment must be properly wrapped and secured in place while in transport to the project site. Care shall be observed during offloading and handling to prevent excessive stress and abrasions.
- At the site, the aquatic structures and associated equipment are to be stored in safe areas, out of the way of traffic and other construction activities, until the actual time of installation.
 If required, safety barricades or other like precautions must be taken for the protection of public and adjacent property.
- Protective wrapping on the aquatic play structures must be left in place until construction work is complete (unless noted on the product or the package). If damaged, contractor shall be responsible for all costs associated with repairing of damaged components or costs associated with the replacement.
- o Include in your response any other pertinent information your firm feels is necessary to meet the State requirements.
 - The plan, process, procedure and the workings of the water feature must be conducted in compliance with all applicable laws and regulations of the State of Florida, the Florida Building Code, Miami-Dade County, and Ordinances of Miami Shores Village. Proposals must

meet compliance requirements of 5F-8.016 of Florida State Statues for Classification, Design, Manufacture, Construction, and Operation of Aquatic Play Equipment.

- Contractor shall participate in a sales tax savings plan. For all purchases exceeding \$3,000, a
 purchase order shall be issued to the vendor by the Village and paid for directly to the
 vendor.
- Permits: All applicable permits will be pulled by contractor as a non mark-up item.
- All construction must be completed by May 3, 2020.

INSURANCE REQUIREMENTS

Under the terms and conditions of all contracts, leases and agreements, the Village requires appropriate coverage listing Miami Shores Village as an additional insured. The insurance described herein reflects the insurance requirements deemed necessary for this contract by the Village. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by Miami Shores Village.

The following is a list of types of insurance coverage and limits that shall be required. *Note: This list may not be all inclusive, and the Village reserves the right to require additional types of insurance, or to raise or lower the stated limits based upon identified risk.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Miami Shores Village and its agents, employees and officials. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

- i. Naming Miami Shores Village as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- ii. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
- iii. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

The selected firm shall provide a Certificate of Insurance listing Miami Shores Village as "Certificate Holder" and "Miami Shores Village is Additional Insurance as respect to coverage noted." Insurance companies providing insurance coverages must have a current rating A.M. Best Co. of "B+" or higher. (Note: An insurance contract or binder may be accepted as proof of insurance if Certificate is providing upon selection of the service provider.)

The certification or proof of insurance must contain a provision for notification to the Village thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the Village the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

Waiver of Subrogation

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

Deductible

Any deductible or self-insured retention must be approved in writing by the Village and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

Failure to Maintain Coverage

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Village. The Village shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

each

occurrence aggregate

CENTED AT LIABILITY.	BAIRUBALIBA CA 000 000	OCCUPATION / 62 AND AND ACCRECATE	
GENERAL LIABILITY:	IVIINIIVIUIVI 51.UUU.UUU ber	OCCURRENCE/\$2.000.000 AGGREGATE	

	* Policy to be written on a claims incurred basis
XX	comprehensive form

$\wedge \wedge$	comprehensive form	
XX	premises - operations	bodily injury
XX	explosion & collapse	
	hazard	property damage
XX	underground hazard	
XX	products/completed	
	operations hazard	bodily injury and
XX	contractual insurance	property damage
XX	broad form property	Combined
	damage	
XX	independent contractors	

XX personal injury personal injury

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE

		bodily injury
		(each person)
		bodily injury
XX	comprehensive form	(each accident)
XX	owned	property damage
XX	hired	bodily injury and
XX	non-owned	property damage
		Combined

REAL & PERSONAL PROPERTY

 comprehensive form	Consultant must show	proof they	have this o	coverage.

EXCE	EXCESS LIABILITY						
XX XX	umbrella form other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000			
XX	PROFESSIONAL LIABILITY		\$1,000,000	\$1,000,000			
	* Policy to be written on a cla	aims made basis 					

SELECTION PROCESS

All properly submitted RFP packages shall be evaluated by Miami Shores Village through a Selection/Evaluation Committee that will be appointed to select the most qualified firm(s). The firm(s) selected will be one whose proposal is determined to be the most advantageous to the Village. The Selection/Evaluation Committee will present their findings to the Village Council.

The Village desires to avoid the expense to all parties of unnecessary presentations; however, the Village may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the Village elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

Method of Evaluation

All properly submitted RFP Packages shall be evaluated by Miami Shores Village based on the following selection criteria and point system:

General Compliance with the Requirements of the RFP	Pass/Fail
Number of completed on time projects/ Quality of materials	
proposed	15
General Background of Firm	5
Qualifications of Project Manager/Team and Firm	10
Engineering Experience of Firm in developing methodology for	
water feature Plan	15
Project Approach/Timeline	15
Conceptual Plan	20
Price	15
Insurance Requirements	5
Total Points	100

OTHER

Non-Discrimination

There shall be no discrimination as to race, color, religion, sex, marital status, pregnancy, gender, gender expression or identity, disability, national origin, veteran status, sexual orientation, age or genetic information in the operations conducted under any contract with the Village.



VENDOR APPLICATION

	State:	Zip:
City:	State:	Zip:
City	State:	_Zip:
Fax:)_		
Website URL	:	
Title	e:	
Date Busines	s Established:	
etorship □Partnership □O	ther:	
ek all that apply): turer □Services □Prime 0	Contractor □Sub	Contractor
I completed Vendor Applicat	ion to the mailing	address
Title		
Date:		
	City:	City:State:

SHORES VIIII AGE

Exhibit "A"

MIAMI SHORES VILLAGE SUMMARY SHEET

Firm Name:	
Firm Parent or Ownership:	
Firm Address:	
Firm Telephone Number:	
Number of years in existence:	
Total Cost of Project:	
Project Completion Date:	
Management Contact (person responsible and services required for this Request for	e for direct contact with Miami Shores Village r Proposals):
Name:	Title:
Telephone Number:	Fax:
Email:	
Project Manager (Person responsible for	day-to-day servicing of the account):
Name:	Title:
Telephone Number:	
Email:	
Types of services provided by the firm:	

Exhibit "B"

MIAMI SHORES VILLAGE RESPONDENT'S CERTIFICATION of PROPOSALS

I have carefully examined the Request for Proposals.

I hereby propose to furnish the services specified in the Request for Proposals and to be bound by the terms and conditions of the RFP. I agree that my submittal will remain firm for a period of at least 365 days in order to allow the Village adequate time to evaluate the submittals and determine a ranking of the most qualified Responders.

The firm has carefully reviewed its submission and understands and agrees that the Village is not responsible for an errors and omissions on the part of the proposer and the that proposer is responsible for them.

It is understood and agreed that the Village reserves the right to accept or reject any or all submissions and to waive any informality or irregularity in any submission received by the Village.

I certify that all information contained in this submittal is truthful. The submission includes all of the commentary, figures and data required by the Request for Proposals dated June 10, 2019. I further certify that I am duly authorized to provide this submittal on behalf of the Responder as its agent and that the Responder is ready, willing and able to perform if an Agreement is executed.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee or agent of the Village or any other respondent has an interest in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Responder			
BY:			
Signature			
		Sworn to and subscribed be	efore me
		thisday of	, 20
Name and Title, Typed or Printed			
Mailing Address		Notary Public Signature	
		STATE OF	
City, State, Zip Code			
()	and a		
Telephone Number	SHOKES VIII	Printed, typed or stamped nam	e of notary
	N A A A A A A A A A A A A A A A A A A A	My Commission Expires	

Exhibit "C"

MIAMI SHORES VILLAGE CONTRACTOR'S ACKNOWLEDGEMENT OF COMPLIANCE

WITH INSURANCE REQUIREMENTS FOR

PROFESSIONAL SERVICES PLAN FOR DESIGN BUILD FOR A REPLACEMENT INTERACTIVE PLAY STRUCTURE AT THE MIAMI SHORES AQUATIC CENTER REQUEST FOR PROPOSALS

Contractor agrees, acknowledges and is fully aware of the insurance requirements as specified in Insurance Requirements of the Request for Proposals for the **PROFESSIONAL SERVICES PLAN FOR DESIGN BUILD FOR A REPLACEMENT INTERACTIVE PLAY STRUCTURE AT THE MIAMI SHORES AQUATIC CENTER,** and accepts all conditions and requirements as contained therein.

Consultant:	
Name (Diagram Drint on Truck)	
Name (Please Print or Type):	
By:	
	Contractor's Signature
Data	



This executed form must be submitted with Scope of Work submission.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Miami Shores Village, Florida.

	by:					
	(print individual's name and title)					
	for:(print name of entity submitting sworn statement)					
whose business address is:						
	and (if applicable) its Federal Employer Identification Number (FEIN) is:					
	(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn					
	statement:)					
2.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u> , means a violation of any state or federal law by a person with respect to and directly related to the transaction or 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 Response 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.					
3.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u> means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, ir any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.					
4.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:					
	a. A predecessor or successor of a person convicted of a public entity crime; or b. 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.					

5. 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 Agreement and which bids or applies to bid on Agreements 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, partners. shareholders, employees, members, and agents who are active in management of an entity.

- 6. 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 ad 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 vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO AN AGREEMENT 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.

Signature			
Printed Name			
Sworn to and subscribed before me this	day of	, 20	
Personally knownOR			
Produced identification		Notary Public – State of	
		My commission expires:	
Type of identification			
		Printed, typed or stamped name of notary pu	blic



Exhibit "D"

AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

This sworn statement is submitted to Miami Shores Village, Florida.

by:								
(print individual's name and title)								
for:								
(print name of entity submitting sworn statement)								
whose business address is:								
and (if applicable) its Federal Employer Identification Number (FEIN) is:								
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn tatement:								
I, being duly first sworn state: That the above named firm, corporation or orgation or orgation with, and assure that any subcontractor, all applicable requirements of the laws listed pertaining to employment, provision of program to facilities, renovations, and new construction. The American with Disabilities Act of 1990 (ADA 47 USC Sections 225 and 661 including Title Accommodations and Services Operated by Pr Miscellaneous Provisions. The Florida Americans with Disabilities Accessibility Florida Statutes: The Rehabilitation Act of 1973, 229 USC Section 79 The Fair Housing Act as amended 42 USC Section 3	or third pad below incomes and serval, Pub. L. 10 I, Employmivate entition y Implemental; The Feder	rty contractor under this project complies with cluding, but not limited to, those provisions vices, transportation, communications, access 01-336, 104 Stat 327, 42 USC 1210112213 and nent; Title II, Public Services; Title III, Public es; Title IV, Telecommunications; and Title V, tation Act of 1993, Section 553.501-553.513,						
Sworn to and subscribed before me this	day of	, 20						
Personally known								
OR								
Produced identification		Notary Public – State of						
		Museumainiem aunimes						
Tuna of identification		My commission expires:						
Type of identification		British to the state of the sta						
		Printed, typed or stamped name of notary publi						



Exhibit "E"

MIAMI SHORES VILLAGE CONFLICT OF INTEREST DISCLOSURE FORM

Information and Instructions

Miami Shores Village, Florida requires this disclosure statement to be completed and filed with all submissions, bid responses, contracts and/or grant or loan requests to the Village in excess of \$10,000. The disclosures statement is not required for contracts for gas, water and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required from persons submitting responses to requests for proposals, requests for qualifications, invitation to bid, grant applications or other proposals.

A copy of the disclosure statement shall be maintained by the awarding Village Department. Miami Shores Village shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required on the disclosure form.

Any person who provides misleading or incorrect information on the disclosure statement shall be disqualified from participation. Also, the contract or grant shall be voidable by the Village if the misleading or incorrect information on the disclosure statement is discovered by the Village subsequent to execution of a contract.

Definitions

"Business Entity" means any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the state of Florida.

"Family, or Family Members, or Familial Relationship" means included but limited to individuals who are related to a public official as father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half-brother, half-sister, a person who is engaged to be married to a public official or who otherwise holds himself or herself out as or is generally known as the person whom a public official intends to marry or with whom a public official intends to form or has formed a household.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

"Public Official" means a person either elected to a governmental position, or appointed to a governmental position who is authorized by statute, resolution or charter to exercise part of the sovereign power of the governmental entity and whose duties of involve the exercise of discretion on behalf of the governmental entity. This would include those who are considered Department Heads by the Village.

Instructions

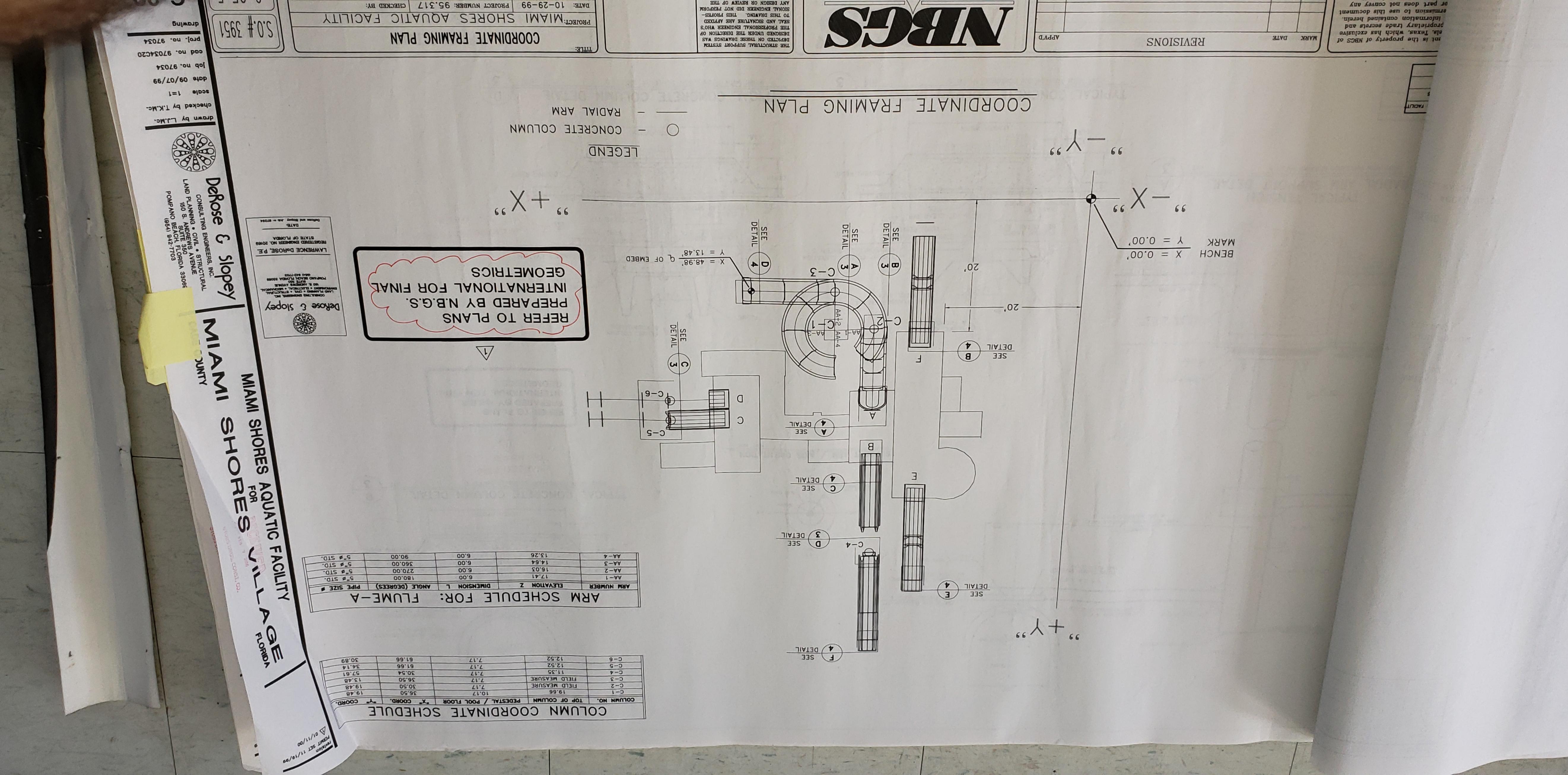
Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

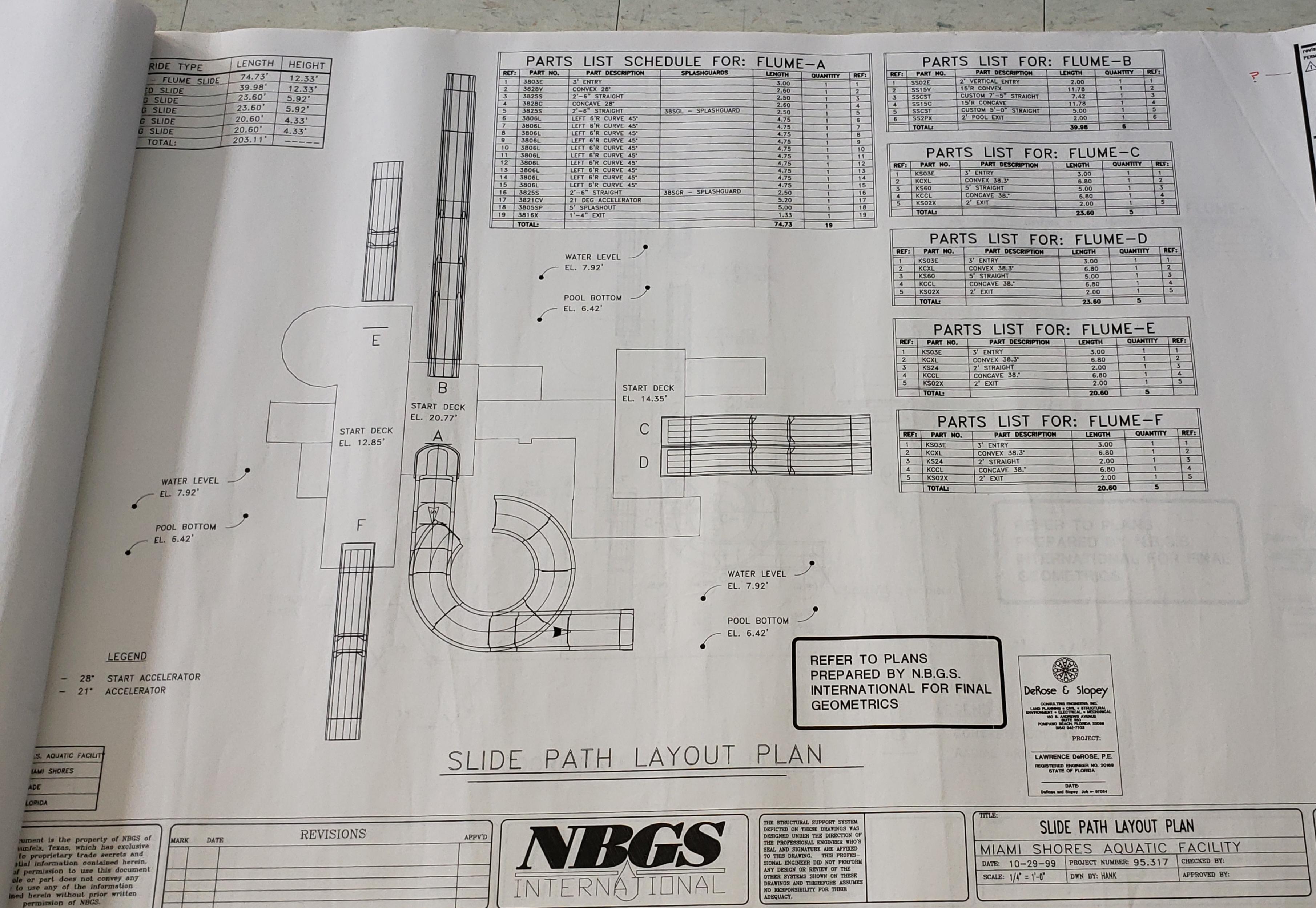
MIAMI SHORES VILLAGE CONFLICT OF INTEREST DISCLOSURE FORM

ENTITY COMPLETING FORM			
ADDRESS			
CITY, STATE, ZIP	TELEPHONE NUMBER		
VILLAGE DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR	IS RESPONSIBLE FOR GRANT AWARD		
ADDRESS			
CITY, STATE, ZIP	TELEPHONE NUMBER		
This form is provided with the following document:			
Invitation to Bid Request for Proposal / Qualifications	Proposal Grant or Loan Request Other		
Has your business entity or any of your business entities' partners, or provided goods or services to any Village Department within the	divisions, or any related business entity previously performed work current or last two calendar years?		
Yes No			
If yes, identify below the Village Department that received the goo and the amount received for the provision of such goods or service.	ds or services, the type(s) of goods or services previously provided,		
VILLAGE DEPARTMENT TYPE OF GO	ODS/SERVICES AMOUNT RECEIVED		
Has your business entity or any of your business entities' partners, received any grants or loans from any Village Department within the			
Yes No			
If yes, identify the Village Department that awarded the grant or loa grant or loan.	in, the date such grant or loan was awarded, and the amount of the		
3	NT AWARDED AMOUNT OF GRANT OR LOAN		
	h whom your business entity, or members of your immediate family ds or the Village Department for which the public official works. (Attach		
	DRESS VILLAGE DEPARTMENT		

	relationship. Identify the office th	of public officials with whom your busing public official holds or the Village D	
NAME OF PUBLIC OFFICIAL/ MEMBER	ADDRESS	PUBLIC EMPLOYEE	VILLAGE DEPARTMENT WHERE EMPLOYED
		be in detail below the direct benefit to be a request for qualifications, invitation to	
List below the name(s) and ad qualifications, invitation to bid, or NAME OF PAID CONSULTANT/LOBBY	grant or loan proposal:	and/or lobbyists utilized in preparat	tion of request for proposal or
NAME OF FAID CONSULTANT/LOBB II	,	ADDRESS	
or past two calendar years.	iduals, partners, or officers of the l	ousiness entity who worked for Miami S	Shores Village within the current
NAME OF INDIVIDUAL		ADDRESS	
		hat all statements on or attached to sions shall be cause for disqualifica	
Signature		Date	
Print Name			







DeRose E CONSULTING ENGINE CONSULTING - CIVIL LAND PLANNING - CIVIL SO S. ANDREWS SUTTE 3E SO S. ANDREWS SUTTE 3E

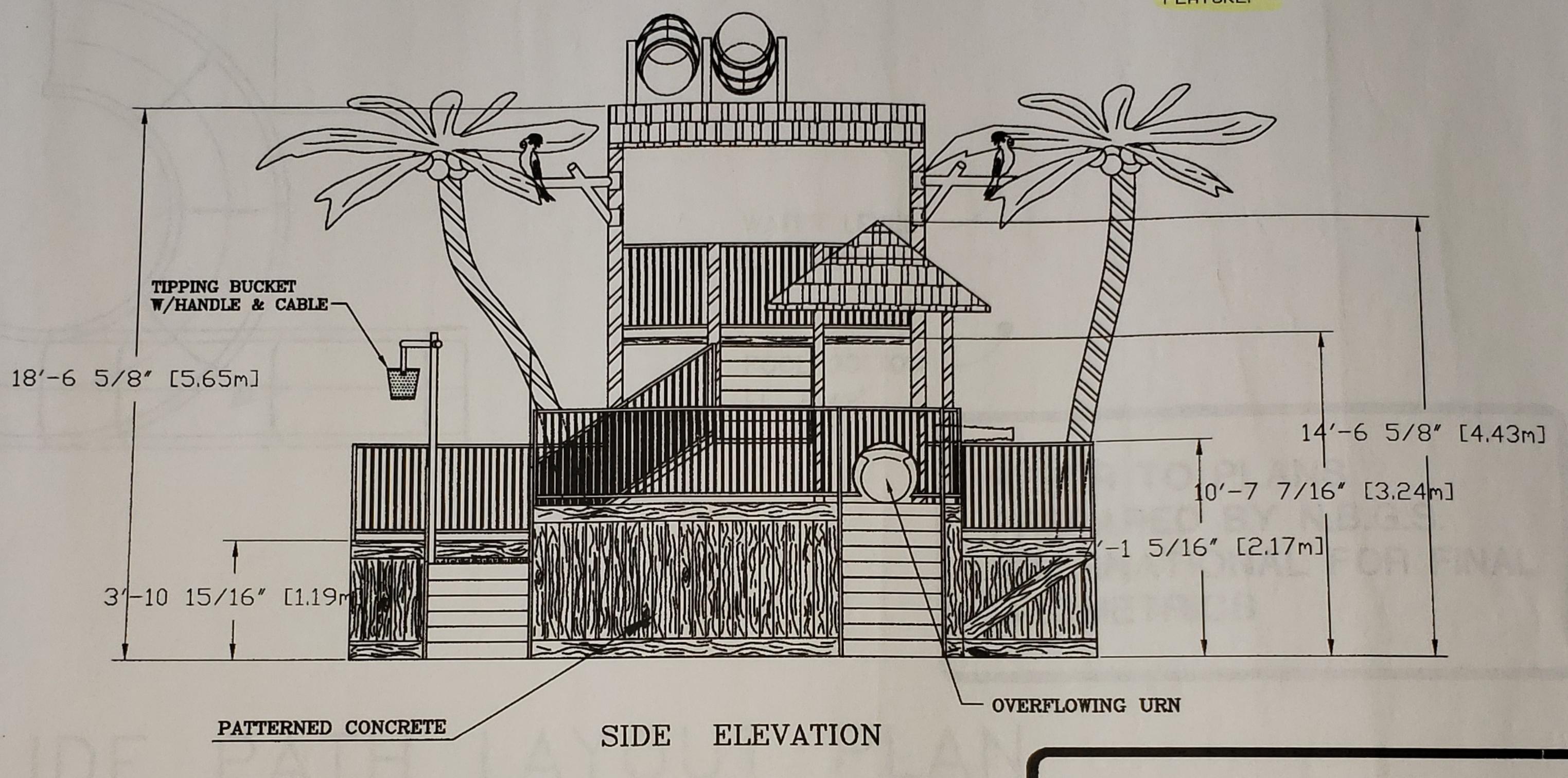
drawn by LJ.Mc.
checked by T.K.Mc.
scale 1=1
date 09/07/99
Job no. 97034
cad no. 97034C19

proj. no. 97034 drawing

C-19

SLIDE PATH LAYOUT

SURFACES, THERE IS NO WOOD UTILIZED IN THE MANUFACTURE OF THE SHIPWRECK ISLAND PLAY FEATURE.



THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION. ACTUAL DIMENSIONS MAY VARY.

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REFER TO PLANS
PREPARED BY N.B.G.S.
INTERNATIONAL FOR FINAL
GEOMETRICS

SHEET 1 OF 1

REVISED 02/99

(000)020-4000 (TAK)000 DOO! THIKED (0130) E-MAIL: waterpro@nbgsintl.com SHIPWRECK ISLAND
P/N 602046 LRG. TILTED BARREL W/WATER (2) PADDLES, POLYPROPYLENE -TILE ROOF SPRAYING PARROT (2) WINDSWEPT PALM TREE
W/TIPPING COCONUTS MAJESTIC PALM TREE -W/TIPPING COCONUTS SPINNING ROOF 18'-6 5/8" [5.65m] - WATER CANNON (1) WATER CANNONS (3) WATER CANNON (1) 14'-6 1/4" [4.43m] 1p'-8 5/16" [3.26m] -0.3/8" [1.5 β m] STAIR ENTRY STAIR STAIR ENTRY HANDICAP ENTRY (REQUIRED) 3'-1 1/2" [0.95m] PATTERNED CONCRETE ELEVATION FRONT ALL CONCRETE TO BE SLIP RESISTANT, SMOOTH FINISHED WITH THE EXCEPTION OF THE PATTERNED SURFACES, THERE IS NO WOOD UTILIZED IN THE MANUFACTURE OF THE SHIPWRECK ISLAND PLAY FEATURE.

