Miami Shores Village



Request for Proposal No. 2020-10-03

"ACCESSIBLE STREET PARKING PROJECT"

RFP Sealed Qualification Acceptance: November 16, 2020, 10:00 A.M.

TABLE OF CONTENTS

1. RFP GENERAL INFORMATION	3
A. DEFINITIONS	3
B. INVITATION TO PROPOSE; PURPOSE	3
C. CONTRACT AWARDS	3
D. PROPOSAL COSTS	3
E. INQUIRIES	4
F. DELAYS	4
G. PRE-BID MEETING	4
H. QUALIFICATION SUBMISSION	4
2. PURPOSE and GENERAL INFORMATION	5
3. BACKGROUND	5
4. SUBMITTAL REQUIREMENTS	5
5. SCOPE OF SERVICE	7
6. INSURANCE REQUIREMENTS	7
A. Waiver of Subrogation	8
B. Deductible	8
C. Failure to Maintain Coverage	8
SELECTION PROCESS	10
OTHER	10
7. GENERAL PROVISIONS	11
8. SPECIAL PROVISIONS	24
9. SCHEDULE OF VALUES	26
10. CONSTRUCTION PLANS	27
11. TECHNICAL SPECIFICATIONS	28
12. CONSTRUCTION BID FORM	29
13 ADDENDLIMS	33



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

Construction services for improvements along N.E. 2nd Avenue R.O.W which includes demolition of existing wheel stop bars, demolition of existing handicap signs, pavement reconstruction, pavement sealing, construction of new curb ramps, installation of new detectable warning on proposed ramps, installation of new wheel stop bars, installation of handicap signs, thermoplastic handicap signs and thermoplastic striping between N.E. 96th Street to N.E. 99th Street.

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

Miami Shores Village, Florida (the "Village") will receive sealed qualifications until 10:00 AM (local), November 16, 2020, at Village Hall, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138. Faxed or e-mailed qualifications shall be rejected and will not be accepted.

The Village's contact information for this RFP is:

Public Works Director Scott W. Davis

10050 N.E. 2nd Avenue Miami Shores, Florida 33138 Telephone: 305-795 2210

RFP No. 2020-10-03 ACCESSIBLE STREET PARKING PROJECT documents may be obtained via the Internet at the Miami Shores Village website at www.msvfl.gov No. 2020-10-03 "ACCESSIBLE STREET PARKING PROJECT". 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.



1. RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposal (RFP): **Proposer** shall mean the contractor, 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:

Scott W. Davis, Public Works Director

10050 N.E. 2nd Avenue Miami Shores, Florida 33138 Telephone: 305-795-2210 Email: daviss@msvfl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Village solicits qualifications from responsible Proposers to submit qualifications 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 qualifications 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 Scott W. Davis at daviss@msvfl.gov.

Please mark the correspondence "RFP No. 2020-10-03".

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 Public Works Director. 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-BID MEETING

A mandatory pre-bid meeting will be held on **11/4/2020**, **at 10:00 AM**. The location of the meeting will be in front of Village Hall 10050 NE 2nd Ave, Miami Shores, Florida 33138.

H. QUALIFICATION SUBMISSION

Proposers shall submit five (5) copies of the submission in a sealed package. All copies will be on 8 ½" 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 another format approved by the Village). Failure to adhere to the submittal quantity criteria may result in the submission being considered non-responsive.

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 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 Elizabeth Keeley, Assistant to the Village Manager at keeleye@msvfl.gov.



2. PURPOSE and GENERAL INFORMATION

The purpose of the Request for Proposal (RFP) is to select a qualified Contractor to perform construction enhancement that includes demolition of existing wheel stop bars, demolition of existing handicap signs, pavement reconstruction, pavement sealing, construction of new curb ramps, installation of new detectable warning on proposed ramps, installation of new wheel stop bars, installation of handicap signs, thermoplastic handicap signs and thermoplastic striping along the N.E. 2nd Avenue right- of-way and generally between N.E. 96th. Street to N.E. 99th. Street

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 Stormwater and roadway improvement, permitting and regulatory requirements, construction administration, and project management.

3. 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.

4. SUBMITTAL REQUIREMENTS

Proposers shall submit five (5) copies of the proposal in a sealed package. All copies will be on 8 ½" 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 another 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 marked on the outside as follow						
To: Miami Shores Village – Village Clerk						
RFP No. 2020-10-03						
Subject: "Accessible Street Parking Project"						
Submitted by:						
Address:						

Submissions must be submitted no later than 10:00 AM on Monday, November 16, 2020, 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 firm 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 list of current South Florida or Florida clients of approximately the same size and scope as 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.
- 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.



5. 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 Scope of work includes demolition of existing wheel stop bars, demolition of existing handicap signs, pavement reconstruction, pavement sealing, construction in accordance with the attached plans and specifications of new curb ramps, installation of new detectable warning on proposed ramps, installation of new wheel stop bars, installation of handicap signs, thermoplastic handicap signs and thermoplastic striping along the N.E. 2nd Avenue right- of-way and generally between N.E. 96th Street to N.E. 99th Street.

6. 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 name "Miami Shores Village as an Additional Insured 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.

A. 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.

B. 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.

C. 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.



LIMITS OF LIABILITY

Type of Insurance

Occurrence/Aggregate

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

* Policy to be written on a claim incurred basis

XX XX	Comprehensive form premises - operations	bodily injury
XX	explosion & collapse hazard	property damage
XX	underground hazard	
XX	products/completed operations hazard	hodily injury and
XX	contractual insurance	bodily injury and property damage
XX	broad form property damage	Combined
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 each accident

XX comprehensive form property damage XX owned bodily injury and XX property damage hired Combined XX non-owned

REAL & PERSONAL PROPERTY

Comprehensive Form Consultant must show proof they have this coverage. ------

EXCESS LIABILITY

bodily injury and umbrella form property damage other than umbrella combined \$2,000,000 \$2,000,000 XX

XX

PROFESSIONAL LIABILITY \$1,000,000 \$1,000,000 XX

* Policy to be written on a claim 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.

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.



7. GENERAL PROVISIONS

IMPORTANT! PLEASE READ CAREFULLY BEFORE SUBMITTING PROPOSAL

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

ACKNOWLEDGMENT OF AMENDMENTS

From time to time, Miami Shores Village may issue an addendum to change the intent or to clarify the meaning of the proposal documents. It is each Proposers responsibility to check with the issuing office and immediately secure all addenda before submitting proposals. It is the usual practice for the Village to email known proposers and post the addendum online at www.msvfl.gov. This does not guarantee that all proposers will receive ALL addendum(s) in this manner. Proposers shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the proposal form, by letter, or by returning a copy of the issued amendment with the submitted proposal. The acknowledgment should be received by Miami Shores Village by the time and at the place specified for the receipt of proposals. Failure to acknowledge an issued amendment may result in proposal rejection and disqualification.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Miami Shores Village all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Miami Shores Village under the said contract.

APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought only in the courts of Miami-Dade County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the proposer

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Miami Shores Village which consent may be withheld in the Village's sole and absolute discretion and without reason or justification of any kind.

AWARD

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the Village to be appropriate. All purchases, leases, or contracts that are based on competitive proposals may be accepted if deemed as the best responsive and responsible proposer which represents the most advantageous proposal to the Village. The lowest monetary proposal will NOT in all cases, necessarily be awarded. Complete and accurate responses to all items are necessary for the complete and fair evaluation of proposals. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation,



maintenance, and operation of the proposer's offered equipment or service may be used to determine the best responsible proposer which represents the most advantageous proposal to the Village. Such analysis may be based upon the proposer's proposal data including, but not limited to price, quantifiable factors and other data which is gathered by the Village. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of vendors, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. The Village reserves the right to reject any and all proposals and to waive technical errors as heretofore set forth. Miami Shores Village reserves the right to award by lowest total, or whatever manner is deemed to be in Miami Shores Village's best interest. In addition, the Village reserves the right to award the contract to more than one proposer.

CANCELLATION

Miami Shores Village reserves the right to cancel a resulting contract, without cause, by giving ten (10) business days prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill the proposal by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Miami Shores Village. In addition to all other legal remedies available to the Miami Shores Village, the Village reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Miami Shores Village.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposal.

CHANGE IN SCOPE OF WORK

Miami Shores Village may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by the Village Manager. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Miami Shores Village in writing of this belief. If Miami Shores Village believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.



COLLUSION AMONG PROPOSERS

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. Miami Shores Village may or may not, at its discretion, accept future proposals for the same work from participants in such collusion. More than one (1) proposal from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one (1) proposal for the work being proposal may result in rejection of all proposals in which the proposer is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a proposal for the work.

CONFLICT OF INTEREST

The contractor, by submission of its proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Miami Shores Village is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation and the required form must be submitted with the proposal. The award is subject to all conflict of interest provisions of the laws of Miami Shores Village, Miami-Dade County and the State of Florida.

DEBARMENT

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

ERRORS IN EXTENSIONS

If the unit price and the extension price are at variance, the unit price shall prevail.

ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference the provisions of law contained in Chapter 112, Florida Statutes. 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 proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The proposer certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subcontractor in connection with this proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value. The required form must be submitted with the proposal.



EXCEPTIONS

Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form or appendix. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the minimum requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING PROPOSAL

Miami Shores Village accepts no responsibility for any expense incurred by the proposer in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the proposer.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Miami Shores Village may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver may result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting proposals to Miami Shores Village for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Miami Shores Village may have available.

FAILURE TO ENFORCE

Failure by Miami Shores Village at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Miami Shores Village to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS

By submission of a proposal, the proposer certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FLORIDA PUBLIC RECORDS LAW

Proposers are hereby notified that all proposals, including without limitation, any and all information and documentation submitted herewith, are exempt from public records requirements under FSS§119.07(1) until such time as the Village provides notice of an intended decision or until thirty (30) days after the proposal opening, whichever is earlier. In addition, the Proposer agrees to be full compliance with FSS§119.0701 including, but not limited to, agreement to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure



requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

IDENTICAL PROPOSALS

Identical proposals or proposals which otherwise appear suspicious will be reported to the Village Attorney for investigation and the Village shall have the right to declare such proposals non-responsive.

INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Miami Shores Village and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense:

1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those wholly caused by the negligent act or omission of Miami Shores Village.

In any and all claims against Miami Shores Village or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent, licensed contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Miami Shores Village; and Miami Shores Village shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Miami Shores Village shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Miami Shores Village shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Miami Shores Village for its employees.



INFORMALITIES AND IRREGULARITIES

Miami Shores Village has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a proposer with the proposal for Miami Shores Village to properly evaluate the proposal, Miami Shores Village has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Miami Shores Village reserves the right to reject any or all proposals in whole or in part; to award by any item, group(s) of items, total proposal, or accept the proposal that is most advantageous and in the best interest of Miami Shores Village.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State, County and local laws, ordinances, codes, rules, regulations, guidelines and all orders and decrees of bodies or tribunals having jurisdiction or authority related to performance or which may, in any manner affect, the scope of services and/or project under this proposal. This includes, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The Village will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of such agreement by the Village. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility for compliance.

LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

LOBBYING ACTIVITIES

All proposers should familiarize themselves with the requirement of the Miami Shores Village Code Chapter 2, Article VII (Code §§2-100 et seq.) regarding Lobbyist Registration and should comply therewith. Failure to comply may result in a proposal being deemed non-responsive.

NON-APPROPRIATION

All funds for payment by Miami Shores Village under any awarded contract are subject to the availability of an annual appropriation for this purpose by Miami Shores Village. In the event of non-appropriation of funds by Miami Shores Village for the services provided under the contract, Miami Shores Village will terminate the contract, without termination charge or other liability, on the last day of the then- current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect, and Miami Shores Village shall not be obligated under this contract beyond the date of termination.



NON-CONFORMING TERMS AND CONDITIONS

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as nonresponsive. Miami Shores Village reserves the right to permit the proposer to withdraw non-conforming terms and conditions from its proposal response prior to a determination by Miami Shores Village of non-responsiveness based on the submission of nonconforming terms and conditions.

NON-DISCRIMINATION

By submission of proposal, the proposer certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment because of his/her race, color, religion, sex, marital status, pregnancy, gender, gender expression or identity, disability, national origin, veteran status, sexual orientation, age or genetic information, as outlined in applicable local, State and Federal regulations.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this invitation or any awarded contract. All modifications to the contract or purchase order must be made in writing by Miami Shores Village.

OFFICIAL DOCUMENTS

Miami Shores Village is not responsible for expenses incurred prior to award. Miami Shores Village officially distributes solicitation documents through its website at www.msvfl.gov. Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Village Clerk in accordance with Florida Statutes that pertain to Public Records.

Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon. Miami Shores Village is not responsible for solicitation documents obtained from sources other than the Miami Shores Village website or the Village Clerk. Only vendors who properly obtain solicitation documents directly from the Miami Shores Village website or the Village Clerk will receive addenda and other important information if issued. Any potential proposer should register and/or provide contact information to the individual named in the proposal information sheet. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE MIAMI SHORES VILLAGE WEBSITE OR THE MIAMI SHORES VILLAGE CLERK. IT IS HIGHLY RECOMMENDED THAT YOU DOWNLOAD THE OFFICIAL DOCUMENT AT **WWW.MSVFL.GOV** AT NO COST.



PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify Miami Shores Village and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Miami Shores Village. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

PAYMENT PROCEDURES

Miami Shores Village has adopted best practices for its invoice payment procedures policy in order to help ensure that vendors providing goods and/or services to Miami Shores Village receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act). For further information, please call (305) 795-2207 ext 4855.

Several payment options are available to successful vendor, upon receipt of a correct invoice:

- 1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office after Miami Shores Village processes the approval.
- 2. Check may be picked up in Miami Shores Village. The vendor must pick up the check after Miami Shores Village processes the approval. The successful proposer or contractor must call (305) 795-2207 ext 4855 for detailed instructions.

PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the proposal documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Miami Shores Village will pay the contractor within forty-five (45) days after the receipt of a correct invoice for the specified work.

Discounts for prompt payment requiring payment by Miami Shores Village within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Miami Shores Village of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award but may be taken if applicable after award.

PROPOSAL ACCEPTANCE PERIOD

Any proposal submitted as a result of the solicitation shall be binding on the proposer for a minimum of one hundred twenty (120) calendar days following the proposal opening date. Any proposal for which the proposer specifies a shorter acceptance period may be rejected.

PROPOSAL CLARIFICATIONS

If any party contemplating the submission of a proposal on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, he should



submit a written request for an interpretation. The Village will not respond to oral inquiries. Proposers may, via electronic mail, submit written inquiries for interpretation of this invitation to proposal to the individual named in the proposal information sheet. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "PREPROPOSAL QUESTION" and must include the solicitation number. The Village will respond to written inquiries received at least five (5) working days prior to the date scheduled for receiving the proposals. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Miami Shores Village shall only be responsible for written explanations or interpretations that are issued in accordance herewith. 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 individual named in the proposal information sheet. Although the Village will make an attempt to notify each prospective proposer of the addendum, it is the sole responsibility of the proposer to remain informed as to any changes to the Invitation to Proposal. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the proposer waiving his/her right to dispute the proposal specification.

PROPOSER CERTIFICATION

The proposer agrees that submission of a signed proposal form is certification that the proposer will accept an award made to it as a result of the submission.

PROPOSER INVESTIGATIONS

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by Miami Shores Village upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way, relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

PROPOSAL ENVELOPES

Envelopes containing proposals must be sealed and marked in the lower left-hand corner with the proposal number, commodity, and date and hour of opening of proposals. Failure to do so may cause proposal not to be considered. Express Company or Express Mail envelopes containing a sealed proposal shall also be sealed and should be clearly marked with the invitation number, commodity, and date and hour of opening of proposals. Failure to clearly mark envelopes may delay delivery and render the response late.

PROPOSAL FORM SUBMISSION

Portions of the proposal shall be submitted on the attached required forms in addition to the required qualifications of the firm, the operations plan and cost proposal. All required documentation must be submitted in a sealed envelope. Required form information not submitted on the attached proposal forms shall be rejected.



Proposals concerning separate proposal invitations must not be combined on the same form or placed in the same envelope. Proposals submitted in violation of this provision shall not be considered. All proposals must be signed, in ink, in order to be considered. Erasures are not acceptable on proposals; if necessary, to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the proposer is a firm or corporation, the proposer must show the title of the individual executing the proposal, and if the individual is not an officer of the firm or corporation, the proposer must submit proof that the individual has the authority to obligate the firm or corporation. PROPOSALS MAY NOT BE ALTERED OR AMENDED AFTER THE PROPOSAL CLOSING.

PROPOSAL RECEIPT AND OPENING

Miami Shores Village will receive sealed proposals until date and time indicated on the proposal cover sheet. Proposals must be delivered, by hand or mail, to the attention of the Village Clerk, Miami Shores Village Hall located at 10050 NE 2nd Avenue, Miami Shores, Florida 33138. Proposals must be time stamped by the Village Clerk before or on the hour and date indicated on the cover sheet (Request for Proposal) for the proposal opening. Proposals received after the date and time of the proposal opening will be received, date stamped, and returned to the proposer unopened. It is the responsibility of the proposer to ensure that proposals arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late proposals. FAXED or EMAILED PROPOSALS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD. In accordance with Chapters 119.071 and 286.0113, Florida Statutes, only the names of the firms submitting a proposal, proposal, or reply will be publicly read in an opening. Pursuant to Florida Statutes, sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt records until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the proposals, proposals, or replies, whichever is earlier.

PROPOSAL WITHDRAWAL

Proposals may not be changed after the proposal closing time. To withdraw a proposal that includes a clerical error after proposal opening, the proposer must give notice in writing to Miami Shores Village of claim or right to withdraw a proposal. Within two (2) business days after the proposal opening, the proposer requesting withdrawal must provide to Miami Shores Village all original work papers, documents, and other materials used in the preparation of the proposal. A proposer may also withdraw a proposal prior to the time set for the opening of proposals by simply making a request in writing to Miami Shores Village; no explanation is required. No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a proposal are permitted after the time and date set for the proposal opening; only complete withdrawals are permitted. The decision to allow or disallow proposal withdrawal remains solely with Miami Shores Village.

PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity—crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity



for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

PUBLIC INFORMATION

Proposals or proposals presented to Miami Shores Village as a result of this solicitation, any and all information contained therein may, at the appropriate time, be considered public record and may be made available in accordance with Florida Law. (See Page 3.)

PURCHASE ORDER REQUIREMENT

Purchases of Miami Shores Village are authorized only if a signed purchase order is issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Contractors providing services without a signed purchase order do so at their own risk. Miami Shores Village will not be liable for payment for any services provided under contract unless a valid purchase order has been issued to the contractor.

QUALIFICATIONS OF PROPOSERS

The proposer may be required before the award of any contract to show to the complete satisfaction of Miami Shores Village that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. If the scope of work requires, proposers must be licensed contractors in the State of Florida and/or South Florida at the time of proposal submission and be current with all insurance requirements per the licensing authority. The successful proposer will be required to apply for and obtain applicable building permits from the Miami Shores Village Building Department prior to project start date.

The proposer may also be required to give a past history and references in order to satisfy Miami Shores Village in regard to the proposer's qualifications. Miami Shores Village may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to Miami Shores Village all information for this purpose that may be requested. Miami Shores Village reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy Miami Shores Village that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- 1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
- 2. The ability of the proposer to perform the work or provide the service promptly or within the time specified, without delay or interference.
- 3. The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- 4. The quality of performance of previous contracts or services.



QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the proposer having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the proposer at no cost to Miami Shores Village. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being proposal must be submitted with the proposal. No product containing asbestos, lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by Miami Shores Village.

RECOVERY OF MONEY

Whenever, under an awarded contract, any sum of money shall be recoverable from or payable by the contractor to Miami Shores Village, the same amount may be deducted from any sum due the contractor under such contract or under any other contract between the contractor and Miami Shores Village. The rights of Miami Shores Village are in addition and without prejudice to any other right Miami Shores Village may have to claim the amount of any loss or damage suffered by Miami Shores Village on account of the acts or omissions of the contractor.

RIGHT TO INSPECT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Miami Shores Village from the subject vendor. The contractor shall retain these records for a period of five (5) years after final payment. These records shall be made available during the term of the contract and the subsequent five (5) year period for examination and/or transcription by Miami Shores Village, its designees, or other authorized bodies.

RISK OF LOSS

Miami Shores Village shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Miami Shores Village prior to acceptance by Miami Shores Village. Upon acceptance, the risk of loss or damage for goods shall pass to Miami Shores Village. The proposer/contractor shall not be responsible for damage to the goods occasioned by negligence of Miami Shores Village or its employees.

TAXES

All proposals shall be submitted exclusive of direct Federal, State, and local taxes; however, if the proposer believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item proposal price. Prices quoted must be in units specified and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Miami Shores Village does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made



by contractors who use the tangible personal property in the performance of contracts for improvement of Village-owned real property. Please refer to Chapter 192, Florida Statutes.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Miami Shores Village to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Miami Shores Village, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Miami Shores Village shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Miami Shores Village reserves the right to cancel a resulting contract, without cause, by giving ten (10) business days prior written notice to the contractor of the intention to cancel.

ACCESS STATEMENT

The Americans with Disabilities Act (ADA) obligates the State and Local government to provide effective communication for individuals with disabilities. This includes written and oral communications. To request materials in accessible format, sign language interpreters and/or accommodation to participate in a Village sponsored program or meeting regarding this solicitations, please contact the Village Clerk, Ysabely Rodriguez at 305-762-4870 or via email at rodriguezy@msvfl.gov. Please contact this person for this solicitation five (5) days in advance to initiate you request.

END OF GENERAL PROVISIONS



8. SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. The said insurance shall be evidenced by delivery to Miami Shores Village of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Miami Shores Village, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

- **1.** <u>Workers' Compensation</u> in at least the limits as required by law; <u>Employers' Liability Insurance</u> of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.
- **Comprehensive General Liability Insurance** including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.
- **3.** Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Miami Shores Village by certified mail to: Miami Shores Village, 10050 NE 2nd Avenue, Miami Shores, FL 33138. The contractor shall also notify Miami Shores Village, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration,



cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.

- **2.** Companies issuing the insurance policy, or policies, shall have no recourse against Miami Shores Village for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
- **3.** The term "Village" or "Miami Shores Village" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of Village and individual members, employees thereof in their official capacities, and/or while acting on behalf of Miami Shores Village.
- **4.** Miami Shores Village shall be endorsed to the required policy or policies as an additional named insured.
- **5.** The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Miami Shores Village to any such future coverage, or to Miami Shores Village's self-insured retentions of whatever nature.

MOTOR VEHICLE INDUSTRY LICENSING

The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of non-responsibility on the basis that the proposer is not qualified to legally contract with Miami Shores Village and may further cause such noncompliant offers to be rejected.

END OF SPECIAL PROVISIONS



9. SCHEDULE OF VALUES

RESPONDENTS ARE TO COMPLETE THE "SCHEDULE OF VALUES" FORM ON THE FOLLOWING PAGES.

FAILURE TO COMPLETE AND SUBMIT THE SCHEDULE OF VALUES FORM MAY RENDER YOUR SUBMITTAL AS NONRESPONSIVE.

	MIAMI SHORES VILLAGE - ACCESSIBLE STREET	PARKING PRO	DJECT		
	PROJECT SUMMARY OF PAY IT	EMS			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL AMOUNT
0101-1	MOBILIZATION (5%)	LS		1	
0102-1	MAINTENANCE OF TRAFFIC	DA		20	
0104-18	INLET PROTECTION SYSTEM	EA		2	
0110-1-1	CLEARING AND GRUBBING	AC		0.50	
0110-4-A	REMOVAL OF EXISTING CONCRETE	SY		48	
0120-1	REGULAR EXCAVATION	CY		69	
0160-4	TYPE B STABILIZATION	SY		310	
0285-706	OPTIONAL BASE GROUP 6 (8" LIMEROCK LBR 100, FOR PAVEMENT RECONSTRU	CTION) SY		310	
0337-7-42	FRICTION COURSE ASPHALTIC CONCRETE, TRAFFIC C, FC-9.5 (110LBS/SY-IN,1" N	MIN.) TN		17	
0520-2-04	CONCRETE CURB TYPE "D"	LF		200	
0522-001	CONCRETE SIDEWALK/RAMPS	SY		48	
	ASPHALT SEAL COATING	SY		1,678	
0527-002	DETECTABLE WARNING ON PROPOSED RAMPS	SF		105	
0570-1-2	PERFORMANCE TURF, SOD (SOD RESTORATION, CONTINGENCY)	SY		100	
	WHEEL STOPPERS - PROVIDE AND INSTALL NEW	EA		42	
0711-111-24	THERMOPLASTIC, STD, WHITE, SOLID, 18"	LF		272	
0711-111-60	THERMOPLASTIC, STD, WHITE, MESSAGE (HANDICAP)	EA		10	
0711-114-21	THERMOPLASTIC, STD, BLUE, SOLID, 6"	LF		600	
0711-161-01	THERMOPLASTIC, STD-OPEN GRADED, WHITE, SOLID, 6"	GM		0.401	
0700-1-11	SINGLE POST SIGN, F&I GM,	AS		8	
0700-1-60	SINGLE POST SIGN, REMOVE	EA		7	\$179.76
-	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL AMOUNT
	PERMITTING ALLOWANCE	LS	\$5,000.00	1	\$5,000.00
	OWNER'S CONTINGENCY (DO NOT BID) (15%)	LS	\$7,500.00	1	\$7,500.00
			4-,		, , , , , , , , , , , , , , , , , , , ,
GRAND TOTAL					
SUBMITTED THIS DAY OF 20					
55.050					
PROPO	SAL SUBMITTED BY:				
Company		phone Numl	oer		-
Name of	Person Authorized to Submit Proposal Fax I	Number			
Traine of	14.1	tamber			
Signature	Ema	il Addrass			

END OF SECTION



Title

10. CONSTRUCTION PLANS

SPECIFICATIONS FOLLOW



Village Council

<u>Mayor</u>

Crystal Wagar

Vice Mayor

Alice Burch

Councilman

Sean Brady

Councilman

Stephen Loffredo

<u>Councilman</u>

Jonathan Meltz

Village Manager

Tom Benton

MIAMI SHORES VILLAGE

ACCESSIBLE STREET PARKING PROJECT (NE 2nd Avenue from NE 97th Street to NE 99th Street)



INDEX OF SHEETS

SHEET NO. DESCRIPTION

1 COVER SHEET

2 GENERAL NOTES

3 KEY SHEET

4 - 8 ROADWAY & GRADING PLANS

9 - 13 SIGNING & PAVEMENT MARKING PLANS

14 PAY ITEMS & DETAILS



GOVERNING STANDARDS AND SPECIFICATIONS:

- FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS
- FOR ROAD AND BRIDGE CONSTRUCTION DATED 2020-21.
 ADA STANDARDS FOR ACCESIBLE DESIGN 2010

 $\frac{LOCATION\ MAP}{SCALE\ :1"=500'}$

ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:

FRANCISCO J. ALONSO, P.E. 201 ALHAMBRA CIRCLE SUITE 900 CORAL GABLES, FL 33134

PLANS PREPARED BY:

T-Y-LININTERNATIONAL

201 ALHAMBRA CIRCLE SUITE 900 CORAL GABLES, FLORIDA 33134 PHONE: (305) 567-1888 FAX: (305) 567-1771 EB00002017

> 100% SUBMITTAL August 20, 2020

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ROADWAY PLANS
ENGINEER OF RECORD: FRANCISCO J. ALONSO, P.E.

P.E. NO.: 66918

GENERAL NOTES:

- BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD29). ALL PUBLIC LAND CORNERS AND PRIMARY NETWORK CONTROL SURVEY MONUMENTS

 ARE TO BE PROTECTED. CORNERS AND MONUMENTS WITHIN THE WORK ZONE AND IN DANGER OF BEING DAMAGED, DESTROYED OR COVERED SHALL BE PROPERLY REFERENCED BY A REGISTERED

 LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYOR PRIOR TO THE BEGINNING OF WORK. UPON PROJECT COMPLETION, RESTORE ALL SUCH CORNERS AND MONUMENTS AND FURNISH TO THE VILLAGE A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING. INCLUDE ALL COST OF REFERENCING, RESTORING AND PRESERVING CORNERS AND MONUMENTS IN THE BID PRICE FOR MOBILIZATION.
- ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

IORGE R AVIÑO AVIÑO & ASSOCIATES 1350 S.W. 57th AVENUE, SUITE 207 EB # 5098; LB # 5098 IRAVINO@AVINOANDASSOCIATES COM

- THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED VV. VH. AND VVH) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
- HAND EXCAVATE AROUND AREAS WHERE EXISTING UNDERGROUND UTILITIES ARE EXPECTED OR SUSPECTED IN ORDER TO AVOID DAMAGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS AND COSTS TO CORRECT DAMAGES RESULTING FROM FAILURE TO TAKE ALL NECESSARY PRECAUTIONS INCLUDING LOCATING, MARKING AND CAREFUL EXCAVATION, AND SHOULD BE INCIDENTAL TO THE COST OF THE PROJECT.
- ORTAIN ALL NECESSARY PERMITS PRIOR TO COMMENCING CONSTRUCTION
- IT IS THE OBLIGATION OF THE BIDDER OR THE CONTRACTOR TO MAKE HIS OWN INVESTIGATION AND SATISFY HIMSELF FULLY OF SUBSURFACE CONDITIONS PRIOR TO SUBMITTING HIS BID FAILURE TO DO SO. WILL NOT RELIEVE HIM OF HIS OBLIGATION TO COMPLETE THE WORK FULLY AND ACCEPTABLE TO THE ENGINEER AND THE OWNER FOR THE CONSIDERATION SET FORTH IN
- DO NOT SCALE DIMENSIONS FROM PRINTS FOR CONSTRUCTION PURPOSES.
- CUT EXISTING DRIVEWAYS AND SIDEWALKS CAREFULLY AND NEATLY FINISH TO MATCH EXISTING SURFACE LEVEL.
- BASELINE OF CONSTRUCTION FOR ALL STREETS SHALL BE THE STREET CENTER LINE OR AS SHOWN ON THE PLANS
- 10. ALL DISTURBED GRASS AREAS TO BE RESTORED WITH SUITABLE SOIL AND SOLID ST AUGUSTINE SOD IF NOT SPECIFIED OTHERWISE ON THE PLANS.
- 11. IT IS THE INTENT OF THESE PLANS TO BE IN COMPLIANCE WITH APPLICABLE CODES OF AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
- 12. WHERE NEW PAVEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT (FEATHERED) LINE AND FLUSH WITH EXISTING PAVEMENT
- 13. USE MIAMI DADE COUNTY DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS (MDC - DTPW) STANDARDS AND THE FDOT STANDARD PLANS - FY 2020-21 UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES, UTILITIES AND UTILITY MARKERS, WHICH MAY NOT BE SHOWN ON PLANS. ANY EXISTING STRUCTURES, PAVEMENT, TREES, UTILITIES, UTILITY MARKERS OR OTHER EXISTING IMPROVEMENT NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY DAMAGED, EXPOSED OR IN ANY WAY DISTURBED BY 14. CONSTRUCTION PERFORMED UNDER THIS CONTRACT, SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL RESET OR REPLACE EXISTING METER BOXES AND PULL BOXES AS REQUIRED FOR SIDEWALK RECONSTRUCTION AND FOR ADA COMPLIANCE. INSTALLATIONS OF NEW PUL 15. BOXES SHALL BE PERFORMED BY QUALIFIED ELECTRICAL CONTRACTOR. WHEN REPLACING AN EXISTING PULL BOX, THE CONTRACTOR SHALL ADJUST CONDUITS AND CABLES TO FIT THE NEW PULL BOX ELEVATION, COST OF ADJUSTMENTS AND NEW PULL BOXES/METER BOXES IS INCIDENTAL TO TOTAL PROJECT COST
- ALL IMPROVEMENTS ARE TO BE CONSTRUCTED AND/OR INSTALLED WITHIN THE EXISTING STATE AND/OR LOCAL RIGHT-OF-WAY 16
- ALL EXISTING TREES WITHIN PROJECT LIMITS WILL REMAIN. ALL EXSITING TREES AND PALMS SHALL BE PROTECTED PER FDOT INDEX 110-100.

PAY ITEM NOTES

ALL DEMOLITION, WITH THE EXCEPTION OF REMOVAL OF EXISTING PAVEMENTS, SHALL BE PAID UNDER CLEARING AND GRUBBING

ENVIRONMENTAL NOTES

- ANY MATERIAL TO BE STOCKPILED FOR PERIODS GREATER THAN 24 HOURS SHALL BE PROTECTED BY APPROPRIATE EROSION
- REVIEW ENVIRONMENTAL REQUIREMENTS OF ANY PROPOSED STAGING AREAS WITH THE ENGINEER (FRANCISCO ALONSO 305-567-1888) AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO USE.
- CONTRACTOR SHALL NOT STAGE OR OPERATE EQUIPMENT WITHIN THE DRIPLINE OF TREES
- NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT SHOULD OCCUR WITHIN THE DRIPLINE OF EXISTING TREES.
- PREVENT DAMAGING TREES AND PLANTERS WITHIN OR IMMEDIATELY ADJACENT TO THE PROJECT'S RIGHT-OF-WAY
- TREE PROTECTION SHOULD BE INSTALLED AROUND TREES TO REMAIN LOCATED ADJACENT TO CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL NOT REMOVE, RELOCATE OR PRUNE ANY TREES WITHOUT PRIOR APPROVAL FROM THE VILLAGE. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FROM THE MIAMI SHORES VILLAGE PUBLIC WORKS DEPARTMENT PRIOR TO ANY TREE REMOVAL/RELOCATION.
- CONTRACTOR SHALL REMOVE/CONTROL DUST USING WATER OR OTHER EQUIPMENT CAPABLE OF CONTROLLING DUST
- CONTRACTOR SHALL IMPLEMENT AND ENFORCE ALL NPDES EROSION AND SEDIMENT CONTROL RULES AND REGULATIONS.

PAVING, GRADING AND DRAINAGE NOTES:

- ALL WORK TO BE IN COMPLIANCE WITH THE REQUIREMENTS OF AND ACCEPTABLE TO VILLAGE OF MIAMI SHORES. PUBLIC WORKS DEPARTMENT FOOT DISTRICT 6 AND MIAMI-DADE COUNTY'S DEPARTMENT OF TRANSPORTATION AND PURLIC WORKS (MDC - DTPW)
- CONTRACTOR SHALL PROVIDE HIS OWN LINE AND GRADE FROM HORIZONTAL AND VERTICAL CONTROL, CONTRACTOR SHALL ALSO PROVIDE "AS BUILT" GRADES CERTIFIED BY A REGISTERED LAND SURVEYOR AS REQUIRED BY THE VILLAGE OF MIAMI SHORES.
- PAVEMENT RESTORATION AND DRIVEWAY CONSTRUCTION SHALL BY CONSTRUCTED IN ACCORDANCE WITH THE VILLAGE OF MIAMI SHORES.
- BID PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS COMPLETE IN PLACE, TESTED, AND ACCEPTED BY THE ENGINEER.
- THE CONTRACTOR SHALL USE SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO WORK, COST TO BE INCLUDED IN PAY ITEM 102-1 MAINTENANCE OF TRAFFIC
- THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING AND NEW INLETS CLEAN OF MILLING MATERIAL, LIMEROCK, DEBRIS, ETC. THIS SHALL BE DONE DURING THE CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. ALL EXISTING LINES AND STRUCTURES SHALL BE CLEANED PRIOR TO FINAL INSPECTION AND ACCEPTANCE.
- EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK
- CONTRACTOR SHALL INCLUDE IN THE BID PRICE FOR REMOVAL OF EXISTING CONCRETE PAVEMENT/REMOVAL OF EXISTING CONCRETE THE FOLLOWING ITEMS: STREET NAMES, CONCRETE DRIVEWAY PADS, ASPHALTIC DRIVEWAY PADS, SIDEWALK FLAGS TO BE REPLACED AND CURR RAMPS
- THE CONTRACTOR SHALL PREPARE AND SUBMIT SHOP DRAWINGS FOR ALL ITEMS LISTED IN PROJECT SPECIFICATION (WHERE APPLICABLE).
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- ALL EXCAVATED MATERIAL REMOVED FROM THIS PROJECT SHALL BE DISPOSED OF PROPERLY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
- EXCAVATED OR OTHER MATERIAL STORED ADJACENT TO OR PARTIALLY UPON A ROADWAY PAVEMENT SHALL BE ADEQUATELY MARKED FOR TRAFFIC SAFETY AT ALL TIMES.
- 10 ALL EXISTING DRAINAGE STRUCTURES AND PIPES ARE TO REMAIN AND TO BE PROTECTED UNLESS OTHERWISE SPECIFIED AND APPROVED
- CONTRACTOR SHALL IMPLEMENT AND ENFORCE ALL NPDES EROSION AND SEDIMENT CONTROL RULES AND REGULATIONS.

ADA COMPLIANCE NOTES:

- SIDEWALK WITHIN LIMITS OF THE PROJECT MUST BE ACCESSIBLE AND ADA COMPLIANT.
- ALL SIDEWALK WORK MUST COMPLY WITH ADA TITLE II.
 THE MAXIMUM CROSS-SLOPE FOR NEW SIDEWALK AND PEDESTRIAN ACCESS ROUTE (PAR) IS 2%. DO NOT "MEET AND MATCH EXISTING SIDEWALK", UNLESS THE EXISTING IS ADA COMPLIANT
- PROPOSED SIDEWALK SIDEWALK SIDEWALK , ONLESS THE EXISTING IS ADD COMPLIANT.

 MINIMUM SIDEWALK SIDED TO BE IN COMPLIANCE WITH ADA AND MDC PUBLIC WORKS MANUAL, AND AS PER CITY STANDARD SPECIFICATIONS.

 MINIMUM SIDEWALK CLEAR PEDESTRIAN ACCESS ROUTE (PAR) IS 48"WIDE.

 NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK UP TO 7"-0"IN HEIGHT.

- ALL LIDS SURFACES OF PULL BOXES, MANHOLES, ETC. ON THE SIDEWALK MUST BE FLUSH AND ADA COMPLIANT.

 DAMAGED CURB AND GUTTER TO BE REPLACED FROM JOINT TO JOINT.

 ALL CURB RAMPS AFFECTED BY THE JOB NEED TO BE REPLACED AS PER FDOT STANDARD PLANS FOR ROAD CONSTRUCTION INDEX NO. 522-002.
- DETECTABLE WARNING SURFACE (DWS) TO BE SELECTED FROM MDC ARTICLE 527 LIST.

UTILITY NOTES

- ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
- CONTACT SUNSHINE AT (800) 432-4770 AT LEAST 48 HOURS PRIOR TO PERFORMING ANY DIGGING TO VERIFY THE EXACT LOCATION OF EXISTING UNITED SOME AND AND ADDITIONAL TO SOME AND ADDITIONAL AND UNITED A
- PRE-EXCAVATING IN THE ALIGNMENT AND GRADE OF PROPOSED IMPROVEMENTS SHALL BE PERFORMED SEVEN DAYS IN ADVANCE OF ITS CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND MIAMI SHORES VILLAGE PROJECT MANAGER A SEVEN DAYS
 ADVANCE NOTICE OF ANY CONFLICT WITH PROPOSED CONSTRUCTION. THIS NOTIFICATION SHALL PROVIDE SURVEY INFORMATION ABOUT EXISTING UTILITY ALIGNMENT, GRADE AND POSSIBLE CONFLICTS. PAYMENT FOR PRE-EXCAVATING, SURVEY AND BACKFILLING SHALL BE INCLUDED IN THE COST OF THE RELATED BID ITEM FOR THE WORK BEING DONE
- CONTRACTOR TO EXERCISE EXTREME CAUTION DURING EXCAVATION AND INSTALLATION OF PROPOSED IMPROVEMENTS. ADJUSTMENT TO GUY WIRES EXIST. VALVE BOXES AND MANHOLES TOPS TO FINISHED GRADE SHALL BE INCLUDED IN THE COST OF THE RELATED BID ITEM FOR THE WORK BEING DONE. CONTRACTOR TO COORDINATE ALL ADJUSTMENTS WITH THE APPROPRIATE UTILITY OWNERS.
- ALL IMPROVEMENTS THAT MUST CROSS, OR RUN PARALLEL, TO AN EXISTING MD-WASD UTILITY SHOULD BE INSTALLED WITH A MINIMUM HORIZONTAL SEPARATION OF 3 FT. (OUTER FACE TO OUTER FACE) FROM ANY MD-WASD UTILITY AND SHALL MEET ALL APPLICABLE REQUIREMENTS SET FORTH IN F.A.C. RULE 62-555.314.

UTILITY COMPANY CONTACT LIST:

AT&T DISTYRIBUTION COMCAST CABLE MIAMI-DADE COUNTY PUBLIC WORKS FIORIDA POWER AND LIGHT-DADE MIAMI-DADE WATER AND SEWER TECO PEOPLE GAS SOUTH FLORIDA

DINO FARRUGGIO 561-997-0240 754-221-1254 305-412-0891 FXT.201 OCTAVIO VIDAL FDGAR AGUILAR 386-586-6403 JOAN DOMNING 813-275-3783 IGOR DUBROVSKIY 305-640-7431

PROJECT CONTACT LIST:

MIAMI-DADE DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS (DTPW), OFFICE OF SAFETY & SECURITY: (305) 375-4240 MIAMI-DADE DTPW BUS TRAFFIC CONTROL CENTER: (305) 375-2925

SYMBOL LEGEND

Manhole Drainage

Curb Inlet

WATER Meter Water

Fire Hydrant

(W) Valve Water

Tree * Palm Tree Single Support Sign

Manhole Unmarked -O- Wood Pole Wiring Pull Box

Catch Basin

 Guard Post () Column

Manhole Sewer

---> Guy Wire

□ Concrete Light Pole (ŪK) Valve Unknown Monitoring Well

oo Double Support Sign

↑ Liaht Pole

(G) Valve Gas

Manhole Telephone

IV^O Irrigation Valve

ABBREVIATION CBSConcrete Block Stucco

Typical Typ. Transf. Transformer Conc. Concrete

El. Elevation Station Concrete

T.B.M. Temporary Bench Mark Found

Fnd.

LINE LEGEND:

--- OT-- Overhead Line

-x-x-x- Chain link Fence

REVISIONSDATE RY TY-LIN INTERNATIONAL

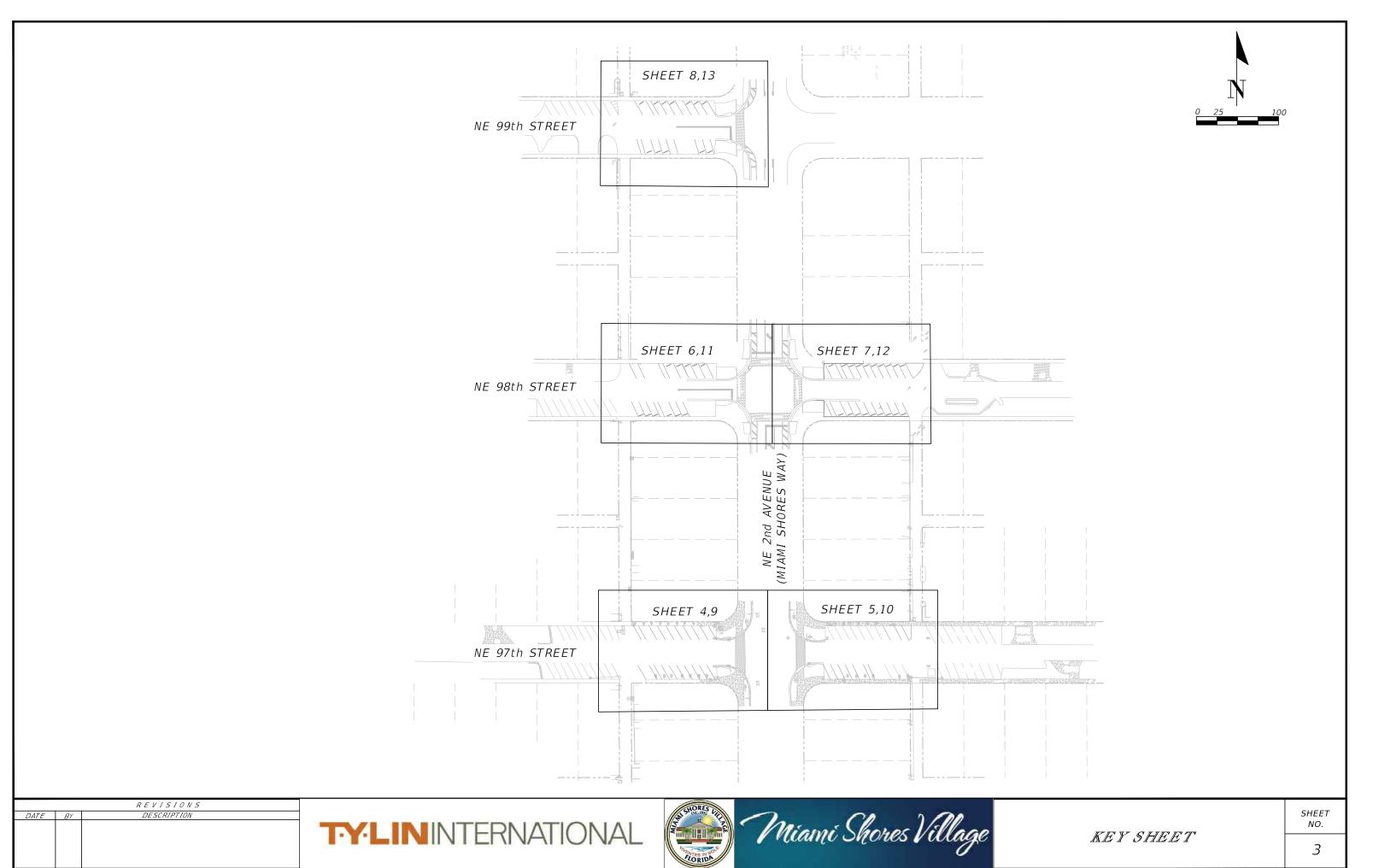


Miami Shores Village

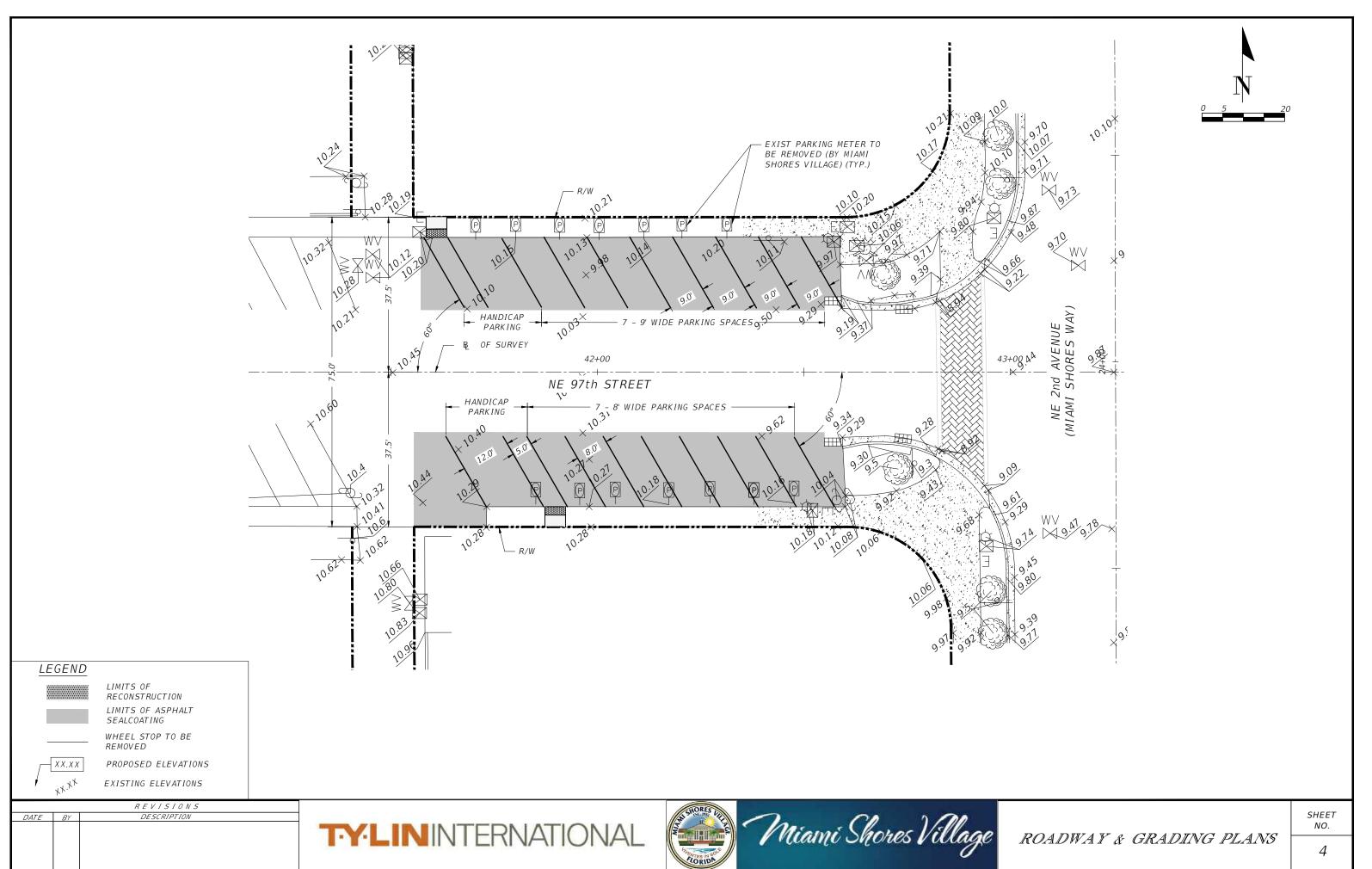
GENERAL NOTES

SHEET NO.

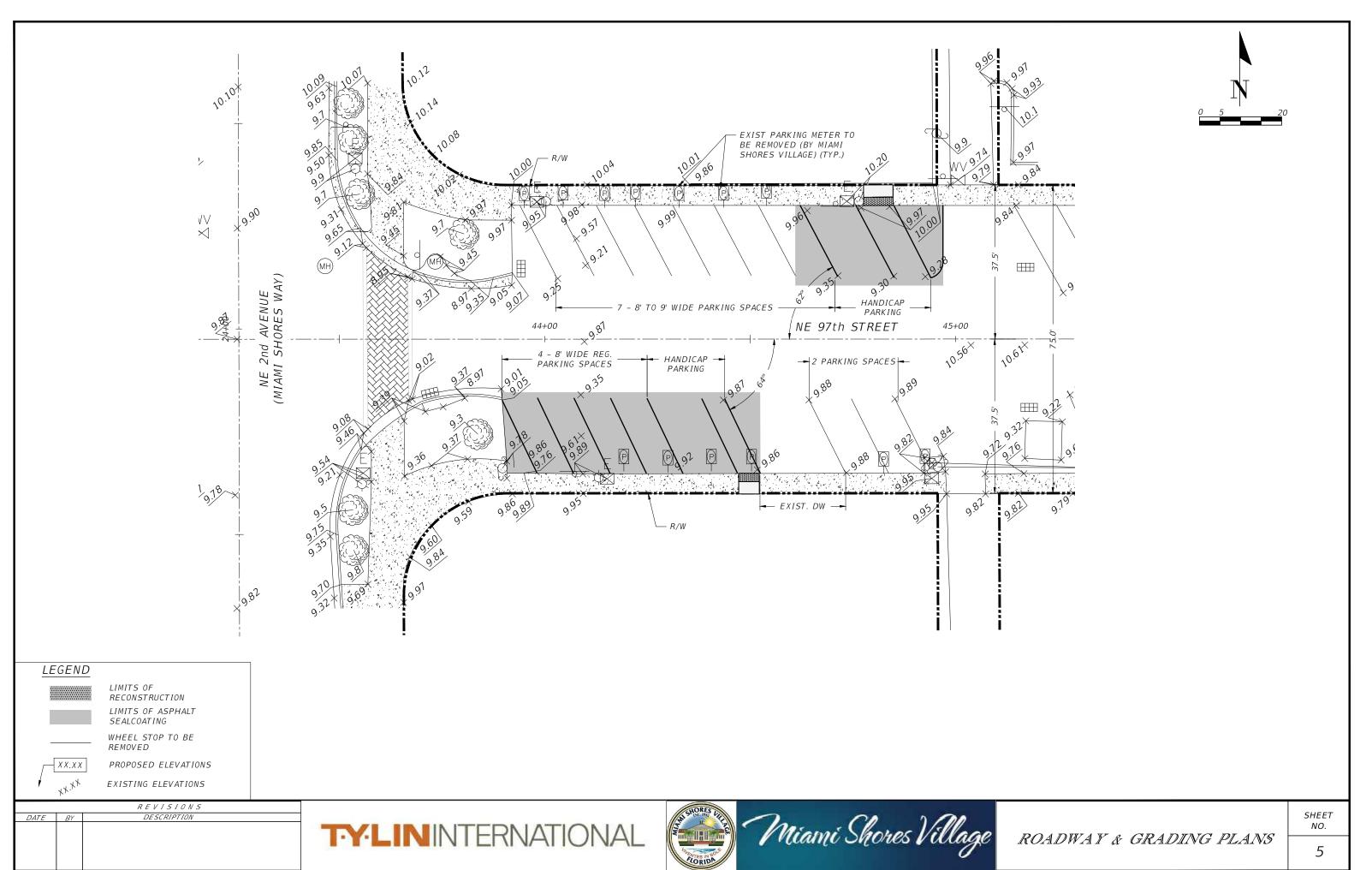
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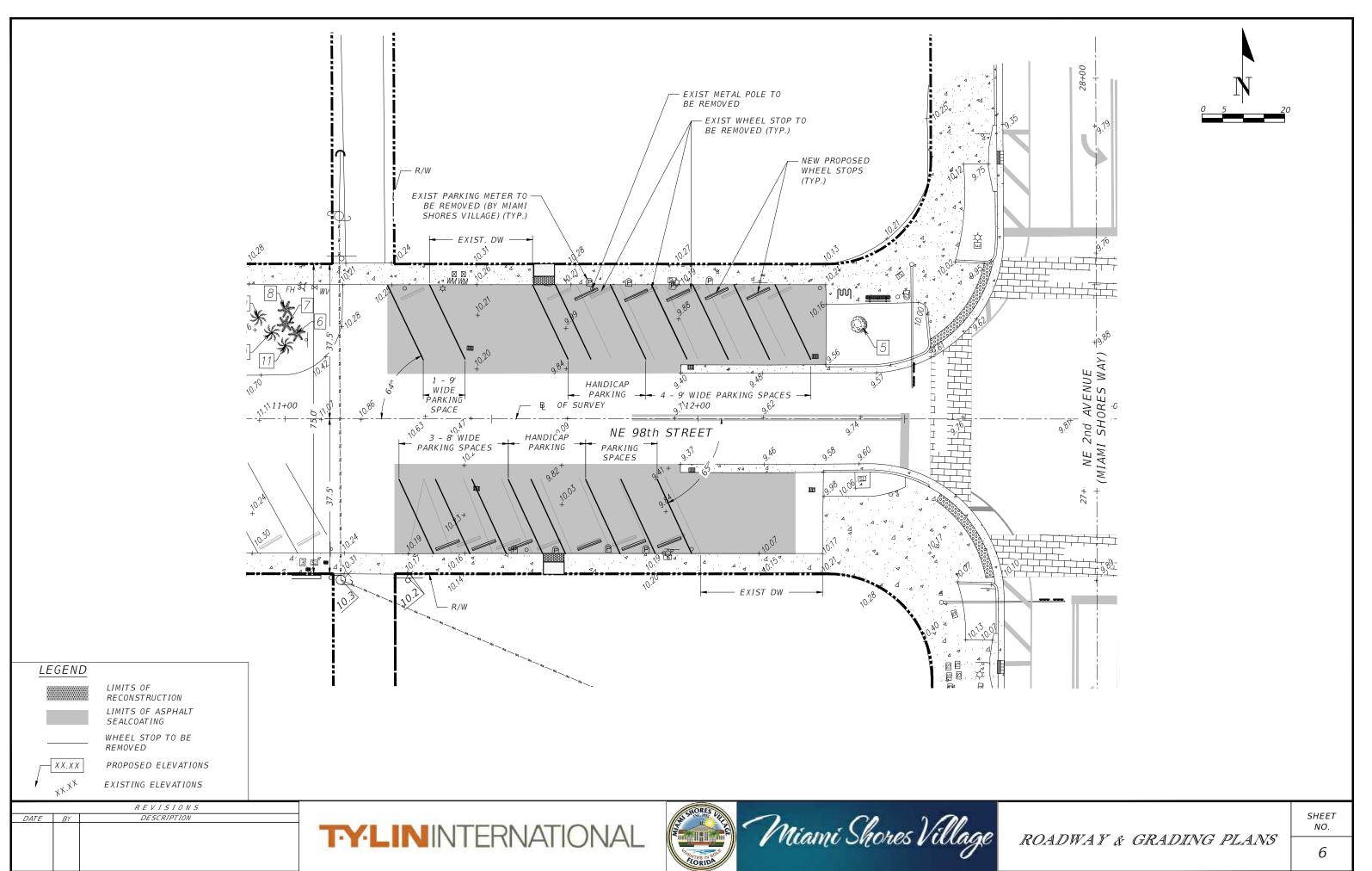


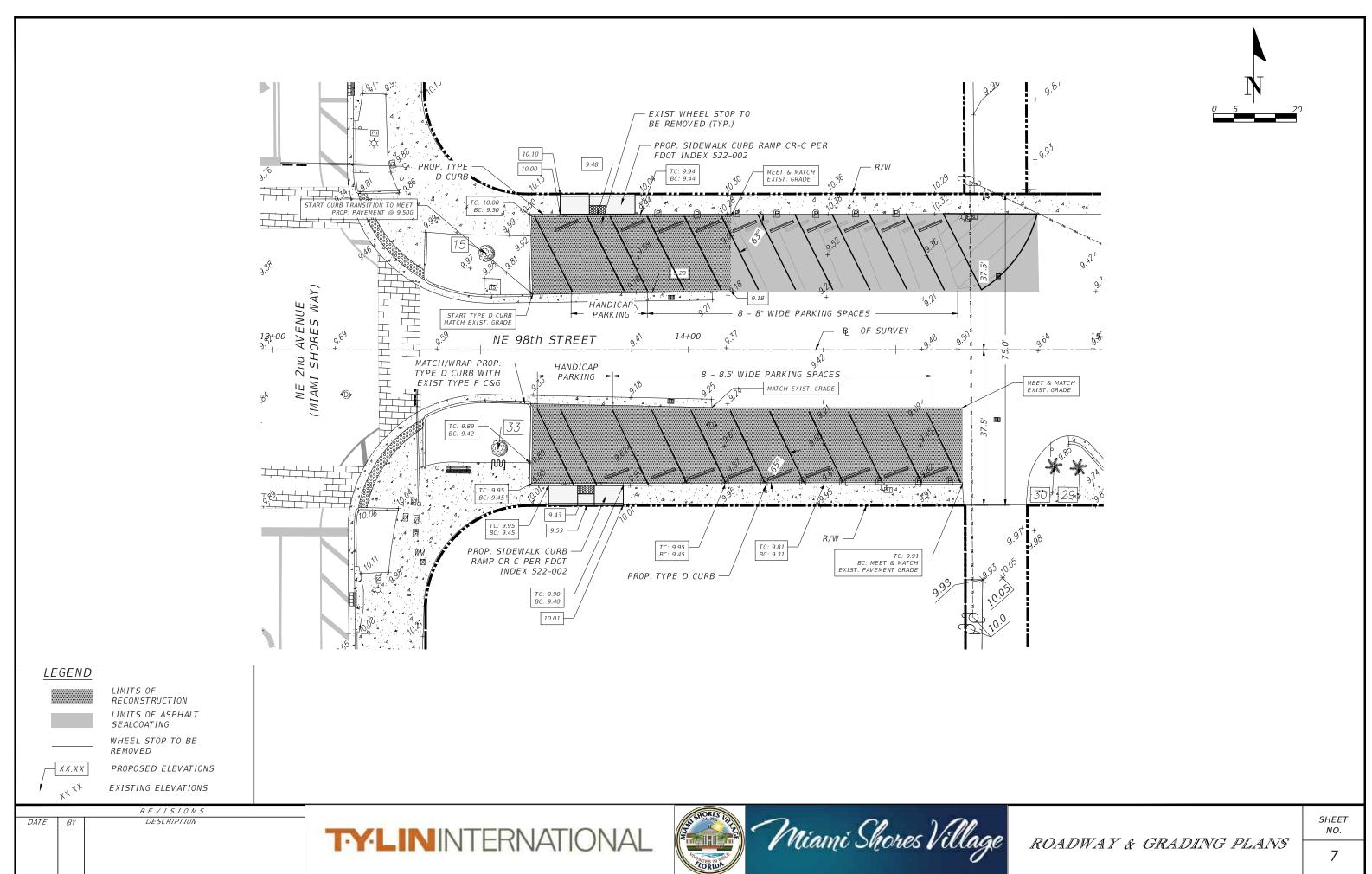
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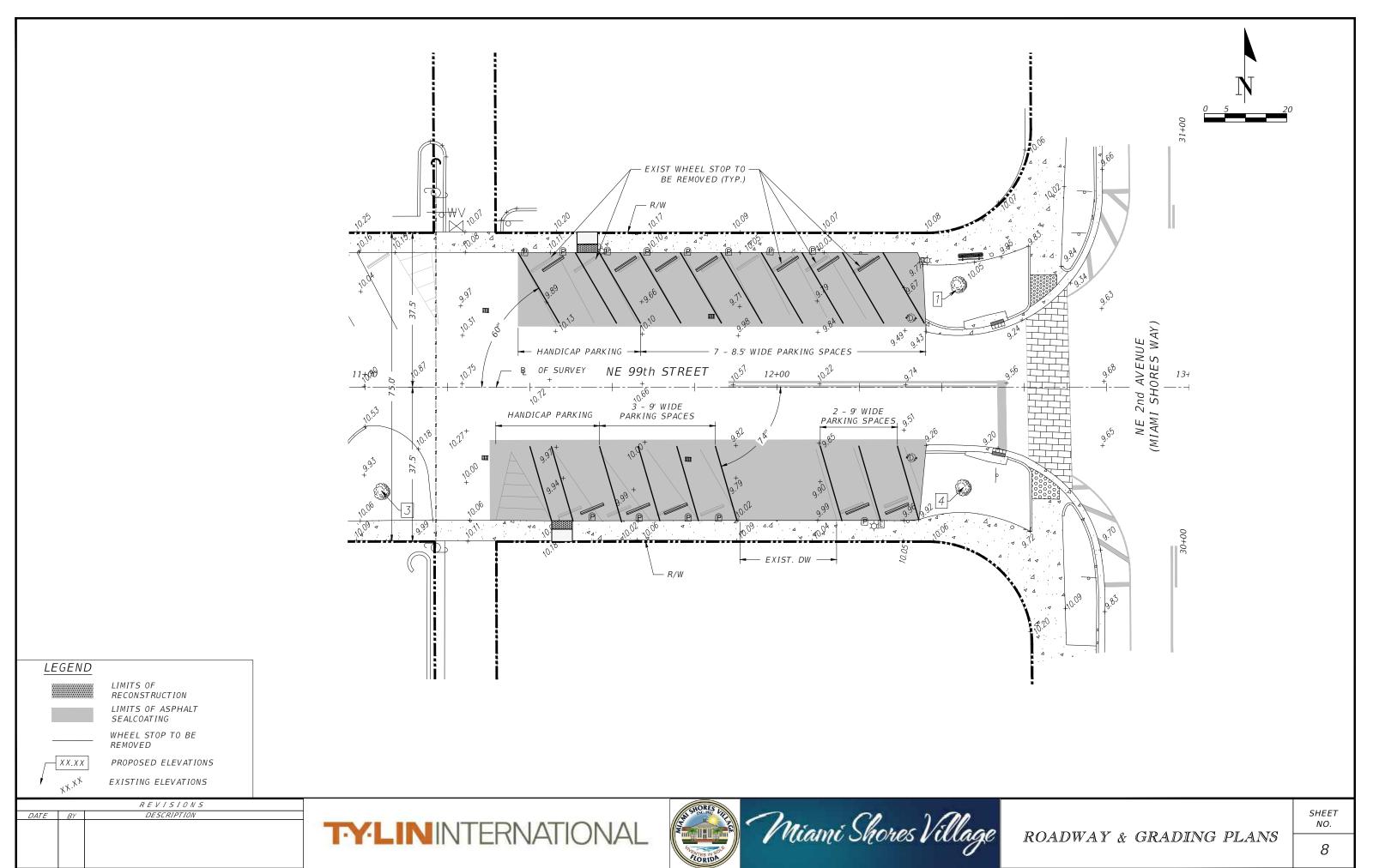
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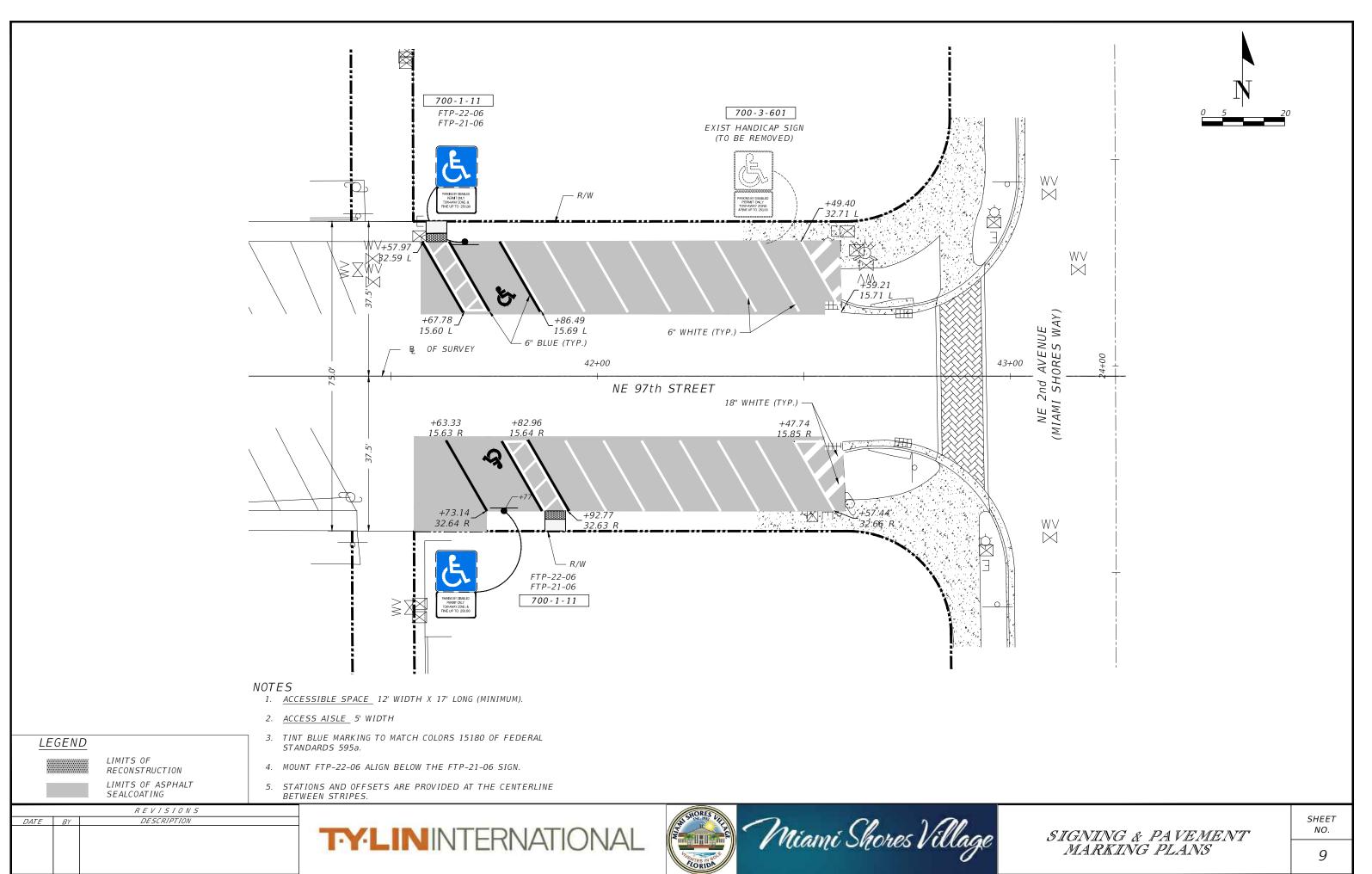


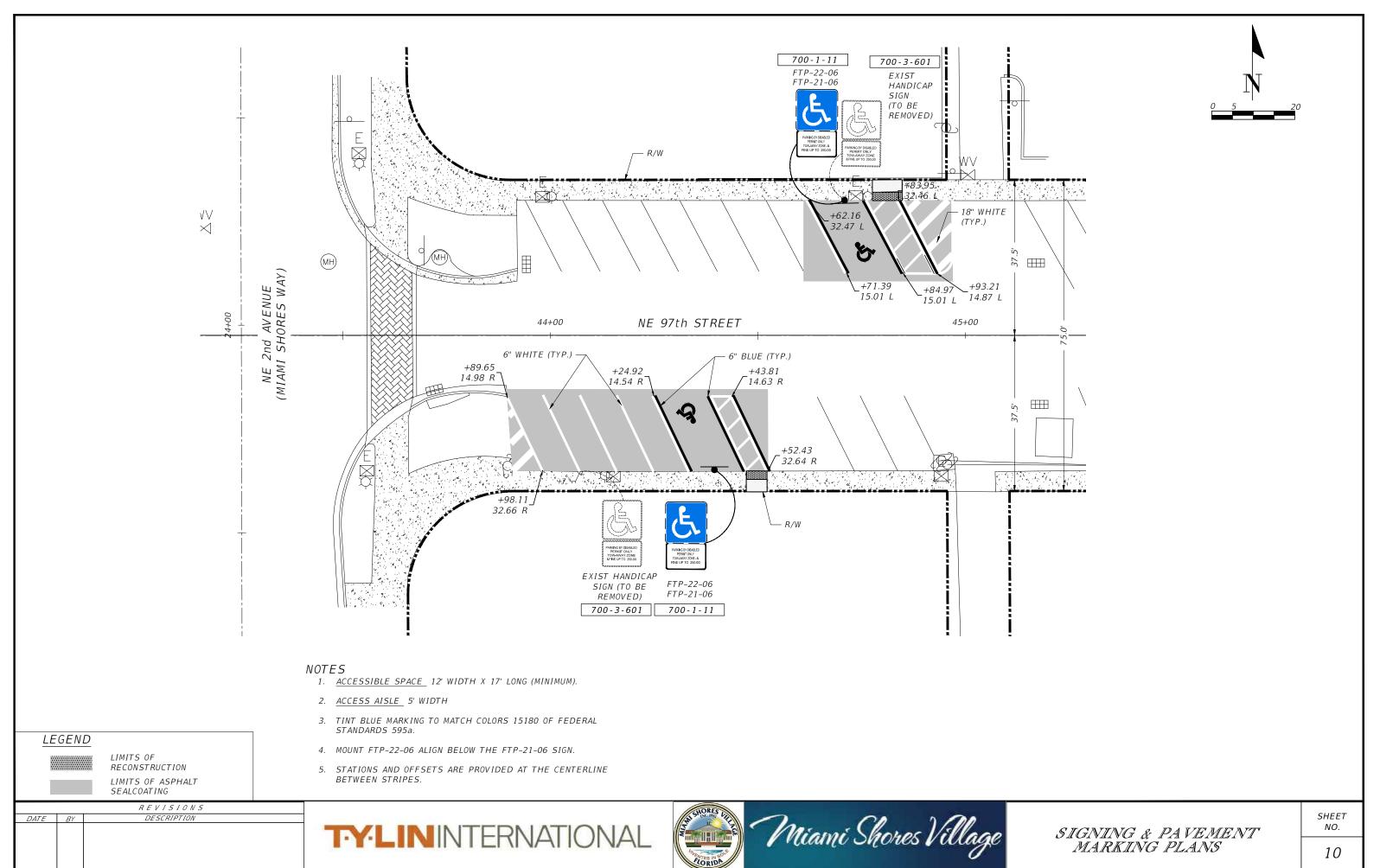


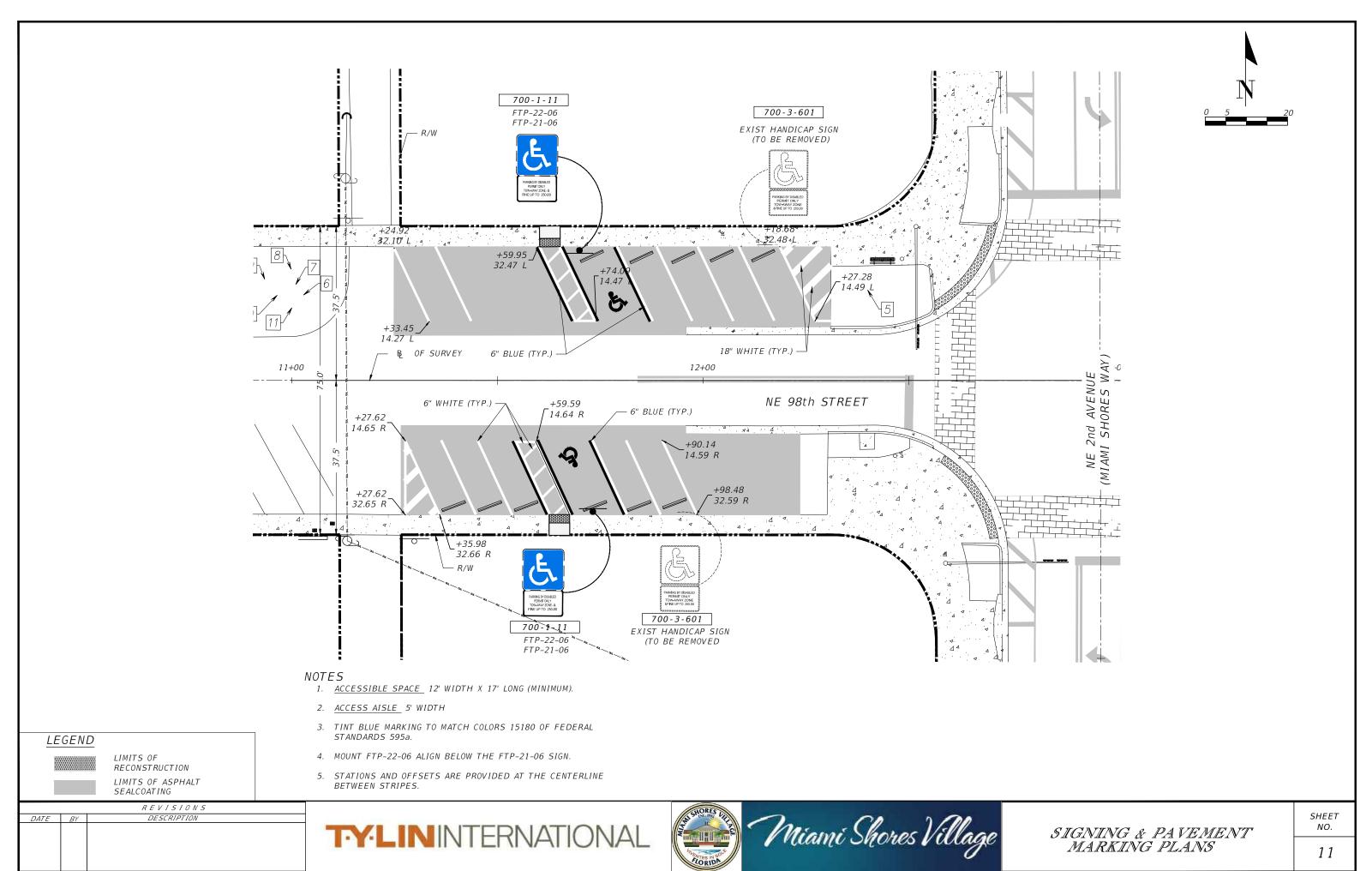
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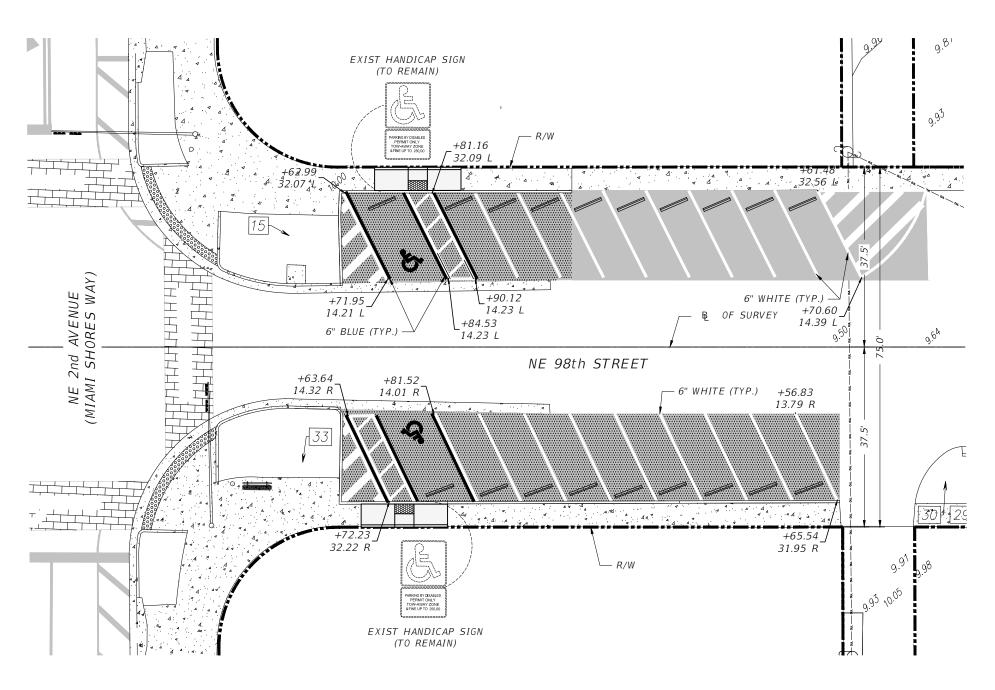


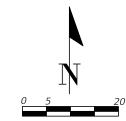
Filename:T:\Miami\Projects\551528.02\600_CADD\30_Working\Miami Shores\Dwgs\Roadway Plans - Plot Date:8.20.20











NOTES

- 1. ACCESSIBLE SPACE 12' WIDTH X 17' LONG (MINIMUM).
- 2. ACCESS AISLE 5' WIDTH
- 3. TINT BLUE MARKING TO MATCH COLORS 15180 OF FEDERAL STANDARDS 595a.
- 4. MOUNT FTP-22-06 ALIGN BELOW THE FTP-21-06 SIGN.
- 5. STATIONS AND OFFSETS ARE PROVIDED AT THE CENTERLINE BETWEEN STRIPES.

LEGEND



RECONSTRUCTION LIMITS OF ASPHALT SEALCOATING

LIMITS OF

R E V I S I O N S

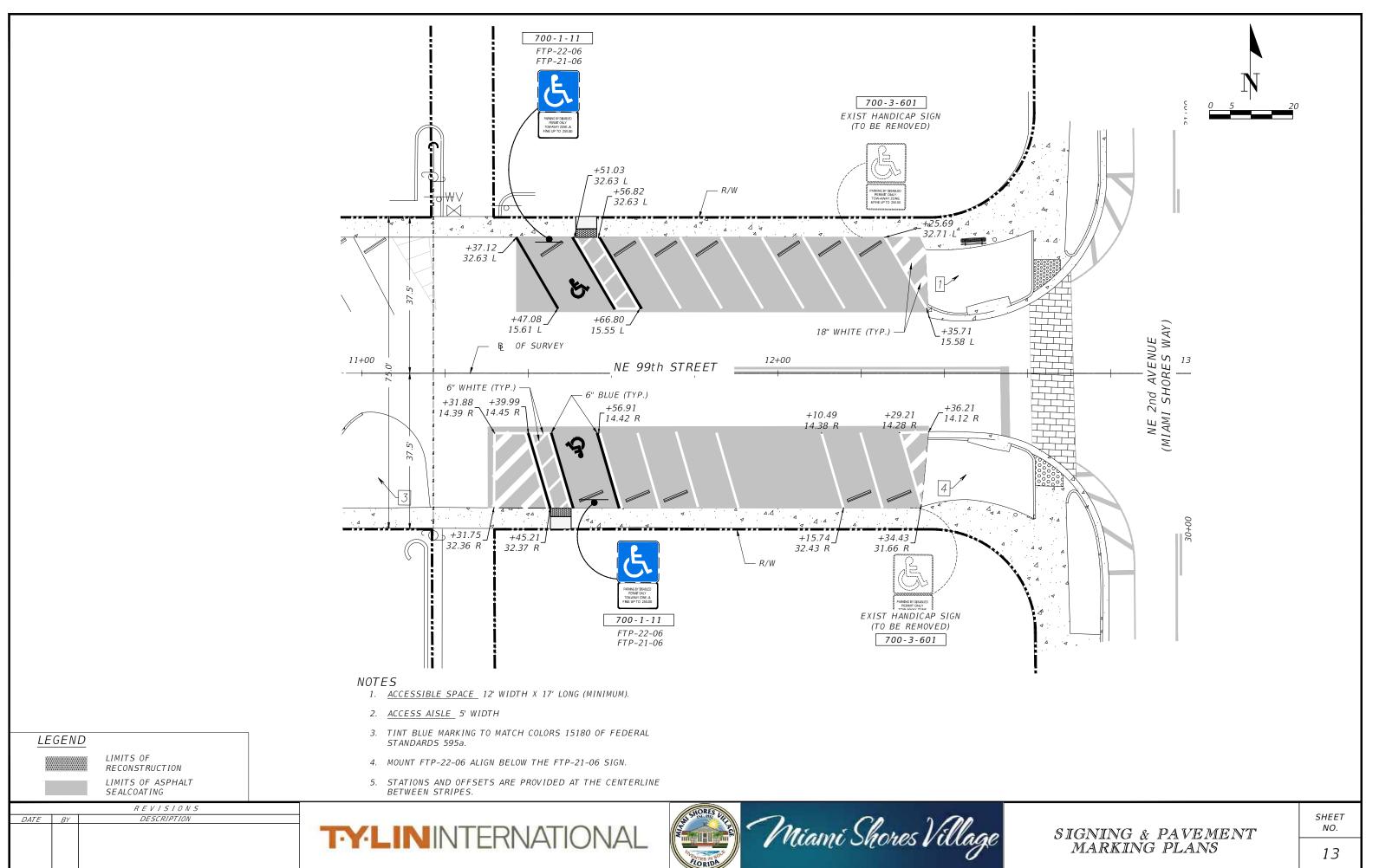
DATE BY DESCRIPTION





SIGNING & PAVEMENT MARKING PLANS SHEET NO.

12



MIAMI SHORES VILLAGE - ACCESSIBLE STREET PARKING PROJECT PROJECT SUMMARY OF PAY ITEMS

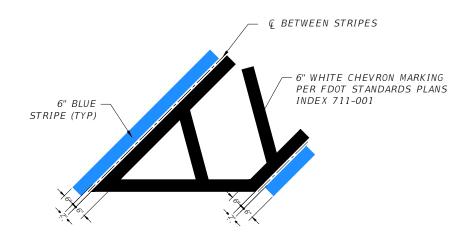
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY
0101-1	MOBILIZATION (5%)	LS	1
0102-1	MAINTENANCE OF TRAFFIC	DA	20
0104-18	INLET PROTECTION SYSTEM	EA	2
0110-1-1	CLEARING AND GRUBBING	AC	0.50
0110-4-A	REMOVAL OF EXISTING CONCRETE	SY	48
0120-1	REGULAR EXCAVATION	CY	69
0160-4	TYPE B STABILIZATION	SY	310
0285-706	OPTIONAL BASE GROUP 6 (8" LIMEROCK LBR 100, FOR PAVEMENT RECONSTRUCTION)	SY	310
0337-7-42	FRICTION COURSE ASPHALTIC CONCRETE, TRAFFIC C, FC-9.5 (110LBS/SY-IN,1" MIN.)	TN	17
0520-2-04	CONCRETE CURB TYPE "D"	LF	200
0522-001	CONCRETE SIDEWALK/RAMPS	SY	48
	ASPHALT SEAL COATING	SY	1,678
0527-002	DETECTABLE WARNING ON PROPOSED RAMPS	SF	105
0570-1-2	PERFORMANCE TURF, SOD (SOD RESTORATION, CONTINGENCY)	SY	100
	WHEEL STOPPERS - PROVIDE AND INSTALL NEW	EA	42
0711-111-24	THERMOPLASTIC, STD, WHITE, SOLID, 18"	LF	272
0711-111-60	THERMOPLASTIC, STD, WHITE, MESSAGE (HANDICAP)	EA	10
0711-114-21	THERMOPLASTIC, STD, BLUE, SOLID, 6"	LF	600
0711-161-01	THERMOPLASTIC, STD-OPEN GRADED, WHITE, SOLID, 6"	GM	0.401
0700-1-11	SINGLE POST SIGN, F&I GM,	AS	8
0700-1-60	SINGLE POST SIGN, REMOVE	EA	7

ITEM DESCRIPTION	UNIT	QUANTITY
PERMITTING ALLOWANCE	LS	1
OWNER'S CONTINGENCY (DO NOT BID) (15%)	LS	1

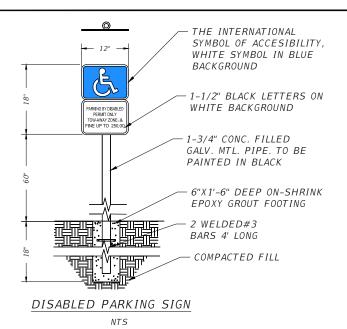


RESERVED PARKING FOR PERSONS WITH DISABILITIES (FTP-22-06/FTP-21-06)

NTS



PAVEMENT MARKING FOR PARKING



NOTES:

- 1. TOP PORTION OF FTP-22-06 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL.
- 2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.

REVISIONS			
DATE	BY	<i>DESCRIPTION</i>	





PAY ITEMS & DETAILS

SHEET NO.

14

11. TECHNICAL SPECIFICATIONS

This project will follow Division I, II and DIV III - Construction Detail contain in the 2017 FDOT Standard Specification. See the link below:

 $\frac{https://www.fdot.gov/programmanagement/implemented/specbooks/january2017/january2017bk.}{shtm}$



12. CONSTRUCTION BID FORM

THIS PROPOSAL IS SUBMITTED TO:

Tom Benton Village Manager 10050 NE 2nd Avenue Miami Shores, FL 33138

- 1. If this Proposal is accepted, the undersigned Respondent agrees to enter into a Contract with Miami Shores Village in the form included in this Solicitation Package and to perform and furnish all work as specified or indicated in this Solicitation, for the Proposed Price as set forth below, within the Contract Time and in accordance with the other terms and conditions of the Solicitation Package.
- 2. Respondent accepts all the terms and conditions of the Solicitation and Instructions to Respondents, including without limitation those dealing with the disposition of Proposal/Bid Bond, if required. This Proposal will remain subject to acceptance for 180 calendar days after the day of the Proposal Opening. The Respondent, by signing and submitting this proposal, agrees to all of the terms and conditions of the form of contract that is a part of the Solicitation package with appropriate changes to conform to the information contained in this Bid Form. Respondent agrees to sign and submit the Bonds, if required by this Solicitation, required insurance documents, and other documents required by the Solicitation, including the Contract if not already submitted, within ten (10) calendar days after the date of the Village's Notice of Award.
- 3. In submitting this Proposal, Respondent represents that:
- **a.** Respondent has examined copies of all the Solicitation Documents and of the following Addenda, if any (receipt of all which is hereby acknowledged.)

Addendum No	Dated:	
Addendum No	Dated:	

- **b.** Respondent has familiarized himself with the nature and extent of the Contract Documents, the proposed work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- **c.** Subsurface conditions: If applicable to this Solicitation, the Respondent represents that:
 - i. Respondent has carefully studied all reports and drawings, if applicable, of subsurface conditions and drawings of physical conditions.
 - ii. Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies in addition to or to supplement those referred to in this paragraph which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or the 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. The Respondent hereby acknowledges that no additional examinations, investigations, explorations, tests, reports or similar information or data are, or



- will, be required by Respondent for any reason in connection with the Proposal. The failure of the Respondent to request a pre-bid marking of the construction site by any or all utility companies shall create an irrefutable presumption that the Respondent's bid, or proposal price, has taken into consideration all possible underground conditions and Respondent, if awarded the contract, shall not be entitled to a change order for any such condition discovered thereafter.
- **iii.** Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- iv. Respondent has reviewed and checked all information and data shown or indicated in the Solicitation Package or in the Contract Documents with respect to existing Underground Facilities or conditions at or contiguous to the site and assumes responsibility for the accurate location of all Underground Facilities and conditions that may affect the Work. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect to any Underground Facilities or conditions are, or will be, required by Respondent in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents unless the Proposal specifically states that the contract price is subject to adjustment for future discovery of underground facilities and/or conditions that affect the cost of the Work and unless the respondent makes a written request to the Village for additional information prior to submitting the bid or proposal as required in subsection ii above,
- d. Respondent has given the Village written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and, if any conflicts, errors or discrepancies have been found and notice given, the Respondent represents, by submitting its proposal to the Village, that the Respondent has received sufficient notice of the resolution thereof from the Village, that such resolution is acceptable to Respondent and that the Respondent waives any claim regarding the conflicts, errors or discrepancies.
- e. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted pursuant to any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from responding; and Respondent has not sought by collusion or otherwise to obtain for itself any advantage over any other Respondent or over the VILLAGE.
- 4. Respondent understands and agrees that the Contract Price is the amount that it needs to furnish and install all of the Work complete and in place. The Schedule of Values, if required, is provided for the purpose of Proposal Evaluation and when initiated by the VILLAGE, it shall form the basis for calculating the pricing of change orders. The Contract Price shall not be adjusted in any way so as to result in a deviation from the Schedule of Values, except to the extent that the VILLAGE changes the Scope of the Work after the Contract Date. As such, the Respondent shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place, Project for the Proposal



Price. If this Solicitation requires the completion of a *Respondent Cost and Technical Proposal, if any,* as may be set forth in in an exhibit to this Solicitation, such proposal must be attached to this Construction Bid Form and will take the place of the Lump Sum Price, otherwise, the Contract Price for the completed work is as follows:

LUMP SUM BASE	PRICE	

_cents

dollars

Alternates: #1_____#2____

A fee breakdown for each task included in the lump sum contract price, if applicable, must be provided. Failure to provide this information shall render the proposal non-responsive.

- 5. The ENTIRE WORK for this project is in accordance with the Scope of Services, and shall be completed, in full, within <u>180 Calendar days</u> from the commencement date set forth in the NOTICE TO PROCEED. Failure to complete the entire work during the described time period shall result in the assessment of liquidated damages as may be set forth in the Contract.
- 6. Insert the following information for future communication with you

concerning th	is Proposal: RESPONDENT:
Address:	
Telephone:	
Facsimile:	
Contact	
Person	

- 7. The terms used in this Proposal which are defined in the Contract shall have the same meaning as is assigned to them in the Contract Documents, unless specifically defined in this Solicitation Package.
- 8. If a Respondent's Cost & Technical Proposal, if any, is required by the Solicitation, Respondent hereby certifies that all of the facts and responses to the questions posed in the Cost & Technical Proposal, if such an exhibit is made a part of the Solicitation, are true and correct and are hereby adopted as part of this Construction Bid Form, and are made a part of this proposal, by reference.
- 9. By submitting this proposal, I, on behalf of the business that I represent, hereby agree to the terms of the form of contract contained in the Solicitation package and I agree to be bound by those terms, with any appropriate blank boxes, if any, checked and any blank lines filled in with the appropriate information contained in the Solicitation Documents and this Proposal, or such information that the Village



and I have agreed upon in the course of contract negotiations and which have been confirmed by the Village in writing, including e-mail confirmation, if any. I hereby certify under penalty of perjury that I am the lawful representative of the business entity referenced in this Bid Form, that I have authority to bid for that entity, that I have authority to sign contracts for that entity and bind it to those contract terms and that all of the information and representations contained herein are true and correct to the best of my knowledge, information and belief.

SUBMITTED	THIS		DAY OF	20	
PROPOSAL SUBM	ITTED BY:				
Company		Telephone Numl	oer		
Name of Person Authorized to Submit ProposalFax Number					
Signature		Email Address			

END OF SECTION



13. ADDENDUMS

