



## INVITATION TO BID

ITB #2022-04-03

### MIAMI SHORES VILLAGE HALL OFFICES AND RESTROOM RENOVATIONS

Dear Potential Bidder:

Miami Shores Village, Florida invites qualified contractors to submit sealed bids in accordance with the requirements stated herein, no later than 2:30 PM EDT on Thursday, June 23, 2022, for ***"ITB NO. 2022-04-03 - Miami Shores Village Hall Offices and Restroom Renovations"***.

A **mandatory pre-bid conference** will be held on **Wednesday, June 8, 2022 at 9:30 a.m.** EDT, at Miami Shores Village Hall, 10050 N.E. 2nd Ave., Miami Shores, FL 33138. In order to be eligible to bid on this project bidders are required to attend the pre-bid conference.

Interested firms may secure the solicitation package and all other pertinent information by visiting the Village website: <https://msvfl.gov/department/businesses/bids-purchasing>

The Miami Shores Village website is the preferred sourcing of notices, addenda, bids and other communications. The Village is not under any obligation and does not guarantee that prospective bidders will receive email notifications concerning the posting, amendments or the close of the solicitation. Prospective bidders are responsible for checking the Village website for information, addendum and updates concerning the solicitation. Unless otherwise noted, bid documents are available at no charge.

Questions regarding this solicitation shall be submitted in writing to [bids@msvfl.gov](mailto:bids@msvfl.gov) no later than **5:00 p.m., Tuesday, June 14, 2022**. Responses to those questions considered material to the solicitation will be made available as formal addenda located on the Village's website. It is the responsibility of prospective bidders to ensure they are aware of all addenda issued relative to this solicitation.

All bids must be signed, sealed and to the Office of the Village Clerk, Miami Shores Village, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138, no later than 2:30 p.m. **Thursday, June 23, 2022** and clearly marked in the lower left-hand corner on the outside of the envelope: ***"ITB NO. 2022-04-03 - Miami Shores Village Hall Office and Restroom Renovations"***.

Bidders shall submit all bid documents in person or by mail. Any submission may be withdrawn until the date and time set above for the submissions. Facsimile or e-mailed bids shall be rejected and will not be accepted. The Village will not be responsible for any delays by delivery services or the US Postal Service. Late submittals will be returned.

Bidders shall submit one (1) original and two (2) copies of the submission in a sealed package. All copies should be on 8½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the contractor. In addition, Bidders must include one (1) original copy of the submission on USB electronic media in printable Adobe or Microsoft Word format (or other format approved by the Village).

Miami Shores Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for bids and to make awards in the best interest of the Village.

AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this Invitation to Bid should contact the Village Clerk, Ysabely Gonzalez, at (305)762-4870 or email at [rodriguezy@msvfl.gov](mailto:rodriguezy@msvfl.gov), at least seven (7) days before the date that the accommodation is necessary.

*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 ITB from the time of advertisement of the bid until such time as the Village Manager makes a written recommendation to the Village Council. For more information on the "Cone of Silence," please contact the Village Clerk's Office at 305-762- 4870 or via email at [rodriguezy@msvfl.gov](mailto:rodriguezy@msvfl.gov).*

**TENTATIVE SCHEDULE OF EVENTS**

EVENT	TIME &/OR DATE
Issuance of Solicitation (Posting Date)	Thursday, May 26, 2022
Mandatory Pre-Bid Meeting	9:30 a.m. Wednesday, June 8, 2022
Question Deadline Date	5:00 p.m., Tuesday, June 14, 2022
Anticipated Date of Issuance for the Addenda with Questions and Answers	June 16, 2022
Bids will be accepted until	2:30 p.m., Thursday, June 23, 2022
Award recommendation to Village Council	TBD
Issuance of Notice to Proceed	TBD
Project Commencement	Not later than 15 days after NTP
Project Completion	45 days after NTP

## SECTION 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids/Proposals.

**Advertisement for Bids/Proposals:** The public notice inviting the submission of bids for the work.

**Bid/Proposal Bond:** A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

**Bid/Proposal Documents:** Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

**Bid/Proposal Form:** The form on which bids / proposals are submitted.

**Calendar Day:** Every day shown on the calendar.

**Change Order:** A written agreement executed by the Village, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Village Manager and/or Village Council.

**Contract:** The written agreement between the Village and the Bidder for performance of the

Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Date:** The date on which the Agreement is effective.

**Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda, Change Orders, Schedules and Shop Drawings.

**Contract Manager:** Miami Shores Village Manager or designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with Miami Shores Village and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the Village's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with Miami Shores Village.

**Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Village's Contract Manager.

**Notice to Proceed (NTP):** The written communication issued by the Village to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

**Owner:** The term Owner as used in this Contract shall mean the Miami Shores Village.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

**Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager:** The Village's authorized representative designated to manage the Project.

**Proposal/Bid Form:** The form on which proposals / bids are submitted

**Scope of Service:** Document which details the work to be performed by the Bidder.

**Subcontractor or Sub-consultant:** Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and

whether or not in privity of Contract with the Contractor.

**Village:** A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, whose governing body is a Village Council consisting of a Mayor, a Vice Mayor and three (3) Village Council members.

**Village Manager:** The Manager of Miami Shores Village, Miami Shores, Florida.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Bidder in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Village's Contract Manager; and similarly the words "**approved**", "**acceptable**", "**satisfactory**", "**equal**", "**necessary**", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Village's Contract Manager. In resolving disputes and in all respects the Village Manager's decision shall be final.

## 1.2 VENDOR NOTIFICATION

It is the policy of the Village to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. To get solicitation document, specifications and updates go to:

<https://www.miamishoresvillage.com/department/businesses/bids-purchasing#>

## 1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Invitation to Bid ("ITB").

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the project contact herein. Such inquiries or request for information shall be submitted and shall contain the requester's name, address, and telephone number.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to Village Council, the Village Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Administrator at [bids@msvfl.gov](mailto:bids@msvfl.gov), Miami Shores Village Purchasing Division, 10050 NE 2<sup>nd</sup> Ave., Miami Shores, FL 33138.

#### **1.4 BIDDERS RESPONSIBILITIES**

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the Bidder.

- C. Bidders are advised that all Village contracts are subject to all legal requirements provided for in Resolution # 1124-07 and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

#### **1.5 SUBMISSION OF BIDS**

- A. Bids and Addenda thereto shall be hand-delivered or mailed by the due/time specified. Late bids will not be accepted.

#### **1.6 ADDENDA**

The Village may issue an addendum in response to any inquiry received, prior to the bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents.

Bidder(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the Village may waive this requirement in its best interest.

#### **1.7 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:**

The Village reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process.

**The Village reserves the right to reject any or all bids prior to award.**

Reasonable efforts will be made to either award the contract or reject all bids within one hundred and twenty (120) calendar days after Bids opening date.

**1.8 WITHDRAWAL OF BID**

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (120) days after the time set for the Bid opening.
- B. Bids may be withdrawn prior to the time set for the Bid opening. Such request must be in writing.
- C. The Village will permanently retain as liquidated damages the Bid deposit furnished by any Bidder who requests to withdraw a Bid after the Bid opening.

**1.9 LATE BIDS OR MODIFICATIONS**

Only Bids received as of opening date and time will be considered timely. Bids and modifications received after the time set for the Bid opening will be rejected as late.

**1.10 CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Bid Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the Special Conditions, General Terms and Conditions, the Scope of Services, and the Bid Submittal Section.

**1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Purchasing Division on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Village will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract.

**1.12 INVOICING/PAYMENT**

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after receipt of services and a proper invoice. The Village cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the bid form.

**1.13 COMPETENCY OF BIDDERS**

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Village.
- B. The Village may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Village. In all cases Miami Shores Village shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

**1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT**

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or

delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**To the Village Manager:**

Miami Shores Village  
Office of the Village Manager  
10050 NE 2<sup>nd</sup> Ave.  
Miami Shores, FL 33138  
Phone: (305) 762-4851

and,

**To the Village Attorney:**

Miami Shores Village  
Office of the Village Attorney  
10050 NE 2<sup>nd</sup> Ave.  
Miami Shores, FL 33138  
Phone: (305) 349-2300

**To the Bidder:**

Notices will be sent to the Bidder at the e-mail address and to the person listed in the bid, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**1.15 EMPLOYEES**

All employees of the Bidder shall be considered to be at all times the sole employees of the Bidder under the Bidder's sole direction, and not employees or agents of Miami Shores Village. The Bidder shall supply competent and physically capable employees and the Village is authorized to require the Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

**1.16 AWARD OF BID**

The Village also reserves the right to award the contract on a split order basis, lump sum basis,

individual item basis, or such combination as shall best serve the interest of the Village.

Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the Village.

The Village also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process.

A. Responsibility: In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

B. Responsiveness: In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**1.17 USE OF OTHER GOVERNMENTAL CONTRACTS:**

The Village reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest

**1.19 DELIVERY:**

Time will be of the essence for any orders placed as a result of this ITB. The Village reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the Village.

**1.20 PROTESTS**

A. Right to protest. Any Bidder or interested parties (hereinafter collectively referred to as the "Bidder") who has a substantial interest in and is aggrieved in connection

with the solicitation or proposed award of the ITB may protest to the Village Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the ITB.

1. Any protest concerning the ITB specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the the Village Manager and Village Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest ITB specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
- B. The Village may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The Village Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the ITB.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the Village Manager and the Village Attorney, or their respective designees, shall certify whether the submission of the response to the ITB in question is responsive. The parties to the protest shall be bound by the determination of the Village Manager and the Village Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Village Manager and the Village Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Village Manager, the Village Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Village and attorney's fees incurred by the Village in defense of such wrongful action.
- F. Distribution. A copy of each decision by the Village Manager and the Village Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the Village shall not proceed further with the solicitation or with the award pursuant to the ITB unless a written determination is made by the Village Manager, that the award pursuant to the ITB must be made without delay in order to protect a substantial interest of the Village.
- H. The institution and filing of a protest under this section is an administrative remedy



that shall be employed prior to the institution and filing of any civil action against the Village concerning the subject matter of the protest.

- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the Village Manager's written recommendation for award of the ITB is presented at a meeting of the Mayor and Village Council, the Village Attorney, or designee, shall present a report to inform the Mayor and Village Council of any legal issues relative to any protest filed in connection with the ITB in question.
- K. The determination of the Village Manager and the Village Attorney with regards to all procedural and technical matters shall be final.

#### **1.21 AGREEMENT**

An agreement shall be sent to the awarded Bidder to be signed, witnessed, and returned to the Village for execution. The Village will provide a copy of the fully executed agreement to the awarded Bidder.

#### **1.22 DISQUALIFICATION OF BIDDERS**

A Bidder may be disqualified temporarily or permanently, and his/her bid(s) rejected for:

Poor performance or default, in the Village's opinion, on previous contracts with the Village.  
Poor performance or default, in the Village's opinion, on previous contracts with other public entities.  
Insufficient financial or company size, in the Village's opinion, to perform the requirements of the contract.

#### **1.23 SUBCONTRACTING**

The Bidder will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the Village. The Bidder shall furnish in writing to the Village the names of the Subcontractors. The Bidder shall

not contract with any Subcontractors to whom the Village has made reasonable and timely objection. The final Subcontractors list shall be presented to the Village.

#### **1.24 ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village and Village's approval.

#### **1.25 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The Bidder or Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency

#### **1.26 FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the Village. The Village as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### **1.27 COLLUSION**

The Bidder, by affixing his signature to this bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Village department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

## 1.28 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a bid, the Bidder, if awarded a contract, shall save harmless and fully indemnify the Village and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Village, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

- A. The Contractor shall be liable and responsible for any and all claims made against the Village for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Village's continued use of the deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Village and defend any action brought against the Village with respect to any claim, demand, and cause of action, debt, or liability.
- B. The Contractor shall be solely responsible for determining and informing the Village whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Village may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Village's judgment,

use thereof would delay the Work or be unlawful.

## 1.29 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Bidders' requests to the contrary, at the time the Village provides notice of a decision or intended decision, or thirty (30) days after bid or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the Village are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Bidder shall not submit any information in response to this invitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Village in connection with this ITB shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Village shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305)762-4870, EMAIL: [RODRIGUEZY@MSVFL.ORG](mailto:RODRIGUEZY@MSVFL.ORG) AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2<sup>ND</sup> AVENUE, MIAMI SHORES, FLORIDA 33138**

**1.30 EXCEPTIONS TO BID**

The Bidder must clearly indicate any exceptions they wish to take to any of the terms in this Bid, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Bid. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Village shall require the Bidder to comply with the particular term and/or condition of the ITB to which the Bidder took exception to (as said term and/or condition was originally set forth on the ITB.)

**1.31 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Bidder shall indemnify and hold harmless Miami Shores Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per

occurrence, the Village shall be entitled to attorney's fees and costs of defense, which Miami Shores Village, or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits, or actions of any kind of nature in the name of the Miami Shores Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover Miami Shores Village, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

**1.32 COPELAND "ANTI-KICKBACK"**

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**1.33 CHOICE OF LAW**

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

### **1.34 QUANTITIES**

The Village specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Village, without such change affecting the contract price set forth in the bid form by the Bidder.

### **1.35 CLAIMS**

Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

### **1.36 MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

### **1.37 PUBLIC ENTITY CRIMES**

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

### **1.38 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on

leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### **1.39 DRUG-FREE WORKPLACE PROGRAM**

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form with their bid.

### **1.40 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Bidders shall sign and submit the attached form indicating understanding and compliance with the State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Bidder may be given the opportunity to submit the form to the Village within five (5) calendar days after notification by the Village, if this is determined to be in the best interest of the Village.

### **1.41 ACCESS TO RECORDS**

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the Village Auditor or the Village Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three (3) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information

Services of the Florida Department of State, whichever is later.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER): (305) 762-4870, EMAIL [RODRIGUEZY@MSVFL.ORG](mailto:RODRIGUEZY@MSVFL.ORG) AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2<sup>ND</sup> AVENUE, MIAMI SHORES, FLORIDA 33138**

**1.42 BEST INTEREST OF MIAMI SHORES VILLAGE**

Miami Shores Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Village.

**1.43 INSURANCE REQUIREMENTS**

The Bidder shall maintain and carry in full force during the Term the insurance required herein. Upon Village's notification, the Bidder shall furnish to the Purchasing Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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 of notification of award. 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 Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village.

The selected firm shall provide a Certificate of Insurance listing Miami Shores Village as "Certificate Holder" and "Miami Shores Village is Additional Insurance as respect to coverage noted."

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.

**A. WORKER'S COMPENSATION INSURANCE**

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**

- a. Naming Miami Shores Village as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- b. 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.

- c. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits on the attached certificate of insurance.

#### **C. 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.

#### **D. 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.

#### **E. 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.

#### **F. 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.

#### **G. 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.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Bidder. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village's Risk Management Division.

**NOTE: VILLAGE OF MIAMI SHORES VILLAGE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Bidder of this liability and obligation under this section or under any other section in the Agreement.

**1.40 PERFORMANCE AND PAYMENT BOND:**

If a performance bond is required in Special Conditions, the Contractor shall within ten (10) working days after notification of award.

**1.41 VILLAGE WEBSITE**

The Village utilizes the following procedures for notification of bid opportunities: <https://www.miamishoresvillage.com/departments/businesses/bids-purchasing>

Miami Shores Village website is the preferred sourcing of notices, addenda, bids and other communications. The Village is not under any obligation and does not guarantee that prospective bidders will receive email notifications concerning the posting, amendment or close of solicitations. Prospective bidders are responsible for checking the Village website for information and updates concerning solicitations. Unless otherwise noted, bid documents are available at no charge.

It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

**1.42 DISCLAIMER**

Miami Shores Village may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this ITB; postpone or cancel at any time this ITB process; or waive any formalities of or irregularities in the process. Bids that are not submitted on time and/or do not conform to Miami Shores Village's requirements will not be considered. After all bids are analyzed, Bidder(s) submitting bids that appear, solely in the opinion of Miami Shores Village, to be the most qualified, shall be submitted to Miami Shores Village Council, and the final selection will be made thereafter with a timetable set solely by Miami Shores Village. The selection by Miami Shores Village shall be based on the ITB, which is, in the sole opinion of the Village Council, in the best interest of Miami Shores Village. In all cases Miami Shores Village shall

have no liability to any bid for any costs or expense incurred in connection with this ITB.

**1.43 CONFIDENTIALITY**

As a political subdivision, Miami Shores Village is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a bid, Bidder acknowledges that the materials submitted with the bid and the results of Miami Shores Village's evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its bid.

**1.44 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Bidder shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Village in all aspects of the Services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the

same as though they were specifically mentioned, described, and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Village's Contract Manager.

The Bidder acknowledges that the Village shall be responsible for making all policy decisions regarding the Scope of Services. The Bidder agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Village. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the Village with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **1.45 PAYMENT FOR SERVICES / AMOUNT OBLIGATED**

The Bidder warrants that it has reviewed the Village's requirements and has asked such questions and conducted such other inquiries as the Bidder deemed necessary in order to determine the price the Bidder will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Village shall have no obligation to pay the Bidder any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Village and the Bidder.

All Services undertaken by the Bidder before Village's approval of this Contract shall be at the Bidder's risk and expense.

#### **1.46 BIDS FIRM FOR ACCEPTANCE:**

Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the Village for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

#### **1.47 MANNER OF PERFORMANCE**

A. The Bidder shall provide the services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the Agreement. The Village shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Bidder in all aspects of the services. At the request of the Village, the Bidder shall promptly remove from the project any Bidder's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Bidder.

B. The Bidder agrees to defend, hold harmless and indemnify the Village and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Village, occurring on account of, arising from or in connection with the removal and replacement of any Bidder's personnel performing services hereunder at the behest of the Village. Removal and replacement of any Bidder's personnel as used in this Article shall not require the termination and or demotion of such Bidder's personnel.

C. The Bidder agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Village, should the Village make a determination, in its sole discretion that said personnel



staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- D. The Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Bidder shall at all times cooperate with the Village and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

**The Bidder shall comply with all provisions of all Federal, State, and local laws, Statutes, Ordinances, and regulations that are applicable to the performance of the Agreement.**

**1.48 INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Village. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Village shall be that of an independent contractor and not as employees and agents of the Village.

The Contractor does not have the power or authority to bind the Village in any promise, agreement or representation other than specifically provided for in the Agreement.

**1.49 AUTHORITY OF THE VILLAGE'S PROJECT MANAGER**

- A. The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
  - a. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to

matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.

- b. The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.
- c. All such disputes shall be submitted in writing by the Contractor to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken.
- d. The Village Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Village reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

## **1.50 MUTUAL OBLIGATIONS**

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Contractor, the Village may, at its expense, elect to participate in the defense if the Village should so choose. Furthermore, the Village may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

## **1.51 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

## **1.52 SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**1.53 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Village were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the Village makes no representations or guarantees, the Village shall not be responsible for the accuracy of the assumptions presented, the Village shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

**1.54 SEVERABILITY**

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

**1.55 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- A. The Village may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation, or material misstatement.
- B. The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to

be paid by the Village, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Village's right to terminate this Agreement for convenience.

- D. The Village, through its Village Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Village, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the Village may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:
  - 1. Stop work on the date specified in the notice ("the Effective Termination Date").
  - 2. Take such action as may be necessary for the protection and preservation of the Village's materials and property.

3. Cancel orders.
  4. Assign to the Village and deliver to any location designated by the Village any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
  5. Take no action which will increase the amounts payable by the Village under the Agreement.
- G. In the event that the Village exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Article is subject to audit.

#### **1.56 EVENT OF DEFAULT**

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered deliverables on a timely basis.
  2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to
    - supply enough properly skilled staff personnel.
  3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.
  4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
  5. The Contractor has failed to obtain the approval of the Village where required by the Agreement.
  6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
  7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Village, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the time frame set forth in the Village's request, provide adequate assurances to the Village, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Village receives such assurances the Village may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested assurances within the prescribed time frame, the Village may:
1. Treat such failure as a repudiation of the Agreement.

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Village shall terminate the Agreement for default, the Village or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

### **1.57 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues.

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Village for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Village may also bring any suit or proceeding for specific performance or for an injunction.

### **1.58 PROPRIETARY RIGHTS**

A. The Bidder hereby acknowledges and agrees that the Village retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Village to the Bidder hereunder or furnished by the Bidder to the Village and/or created by the Bidder for delivery to the Village, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which

the Bidder as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Bidder shall not, without the prior written consent of the Village, use such documentation on any other project in which the Bidder or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Bidder to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Village's copyrights or other proprietary rights.

B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Bidder and its subcontractors specifically for the Village, hereinafter referred to as "Developed Works" shall become the property of the Village.

C. Accordingly, neither the Bidder nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Bidder, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Village, except as required for the Bidder's performance hereunder.

### **1.59 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Bidder agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Dept. of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- F. "Conflicts of Interest" Section 2-11 of the Miami-Dade County Code,
- G. Florida Building Code (FBC).
- H. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor

conduct its operations in a safe and sound manner.

#### **1.60 OTHER GOVERNMENTAL ENTITIES**

If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency

#### **1.61 NONDISCRIMINATION**

During the performance of this Contract, Bidder agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training. By entering into this Contract with the Village, the Bidder attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Bidder or any owner, subsidiary or other firm affiliated with or related to the Bidder is found by the responsible enforcement agency or the Village to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Bidder submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Bidder was not in violation at the time it submitted its affidavit.

#### **1.62 CONFLICT OF INTEREST**

The Bidder represents that:

- A. No officer, director, employee, agent, or other consultant of the Village or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether

tangible or intangible, in connection with the grant of the Agreement.

- B. There are no undisclosed persons or entities interested with the Bidder in the Agreement. The Agreement is entered into by the Bidder without any connection with any other entity or person making a bid for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the Village, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Bidder's knowledge, any subcontractor or supplier to the Bidder.
- C. Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with the Bidder's faithful performance of its obligations under the Agreement; provided that the Village Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the Village with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Village's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under

the Agreement and those provided by statute, the stricter standard shall apply.

- E. In the event Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Bidder shall promptly bring such information to the attention of the Village's Attorney. Bidder shall thereafter cooperate with the Village Attorney's review and investigation of such information and comply with the instructions Bidder receives from the Contract Manager in regard to remedying the situation.

### **1.63 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Bidder, its employees, agents, subcontractors, and suppliers, without the express written consent of the Village:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the Bidder first obtains the written approval of the Village. Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, Council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and
- C. Represent, directly or indirectly, that any product or service provided by the Bidder, or such parties has been approved or endorsed by the Village, except as may be required by law.

#### **1.64 BANKRUPTCY**

The Village reserves the right to terminate this contract if, during the term of any contract the Bidder has with the Village, the Bidder becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law.

#### **1.65 GOVERNING LAW/VENUE**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

#### **1.66 SURVIVAL**

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Bidder and the Village under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

#### **1.67 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any Village employee. Only those communications which are in writing from an authorized Village representative may be considered. Only written communications from Bidder, which are assigned by a person designated as authorized to bind the Bidder, will be recognized by the Village as duly authorized expressions on behalf of Bidder.

#### **1.68 PROHIBITION OF INTEREST**

No contract will be awarded to a proposing firm who has Village elected officials, officers

or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Village's Bidder lists, and prohibition from engaging in any business with the Village.

#### **1.69 NO CONTINGENT FEES**

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Village shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

#### **1.70 E-VERIFY**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

#### **1.71 FORCE MAJEURE**

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the Village or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance



by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate the Agreement.

#### **1.72 BUDGETARY CONSTRAINTS**

In the event the Village is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Bidder shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.

#### **1.73 ANNEXATION**

Bidder agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Village.

#### **1.74 SOVEREIGN IMMUNITY**

Nothing in the Agreement shall be interpreted or construed to mean that the Village waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

#### **1.75 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473**

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary*, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

#### **1.76 SPECIAL CONDITIONS:**

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

#### **END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 COMPETENCY OF BIDDERS**

Bids shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five (5) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Bidder(s) qualified by experience to do the work specified.

The Bidder shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Bidder shall be insured, licensed and certified by all applicable local, county, and state agencies.

### **2.2 PERFORMANCE OF SERVICES**

Bidder agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Village may be rejected.

### **2.3 CONTRACT TERM**

This contract shall commence upon the effective date of the duly executed Agreement, and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been delivered and completed and accepted by the Village's authorized representative and upon completion of the expressed and/or implied warranty periods. Bidding firms shall provide timelines within their bid packages outlining investment, project and revenue milestones as applicable.

### **2.4 PRICING**

Pricing shall be all-inclusive. Successful Bidders shall include in their pricing all the labor specified, performed according to the provisions of the contract, supplying all materials, supplies, permits and any other necessary services to complete the work. All material, workmanship, and equipment shall be subject to the inspection and approval of the Village's Project Manager.

### **2.5 REQUESTS FOR INFORMATION**

For Requests for Information (RFI) prior to the bid opening, the bidder is to follow this procedure. For information concerning specifications please contact bids@msvfl.gov. Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this ITB.

### **2.6 MISTAKES**

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract

### **2.7 DESCRIPTION OF SUPPLIES, VARIATIONS, AND SUBSTITUTIONS**

- A. Any manufacturer's names, tradenames, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and

are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

- B. Any variations from ITB specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.
- C. Where an "or equal" is specified, the Village shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Village in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Purchasing Division in writing at least ten (10) working days before the Solicitation opening, or at the pre-Bid conference, to allow sufficient time to resolve all discrepancies.

## **2.8 APPROVED EQUAL**

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Village. In such cases, the Village will be receptive to any unit that would be considered by qualified Village personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Village, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the Village to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The Village will be the sole judge in determining if the item bid qualifies as an approved equal.

## **2.9 PROTECTION OF PROPERTY**

The Bidder shall take extra precaution to protect all property while conducting services. Any damage done by the Bidder shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

## **2.10 BIDDER'S REPRESENTATIONS**

Bidder must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Bidder must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Bidder.

## **2.11 PERSONNEL**

Bidder's personnel shall carry photo identification, driver's license, and show same to Village personnel at any time upon request. The Village reserves the right to request the same of Subcontractors.

Personnel at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt.

## **2.12 PERFORMANCE AND PAYMENT BOND**

Within ten (10) days of the award of contract, the Proposer shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to Miami Shores Village. The bonds should provide that the surety's liability will be co-extensive with the Proposer's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance.

If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Village thirty (30) days prior to the termination date of the existing Performance Bond.

The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the Village in the event of a material breach of this Agreement by the Contractor.

### **2.13 REQUIRED LICENSES AND CERTIFICATIONS**

Bidder must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid Submission. Contractor must have proper licensing and be able to provide evidence of the same, if requested at the time of award. All construction personnel shall have the appropriate certifications for the work to be performed including OSHA 10-hour Construction Safety.

### **2.14 SUB-CONTRACTORS**

If the Contractor proposes to use sub-contractors in the course of providing these services to the Village, this information shall be a part of the bid vendor questionnaire form. Such information shall be subject to review, acceptance, and approval of the Village, prior to any contract award. The Village reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets Village approval.

A. Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for

any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the Village's approval or disapproval, and indemnify and hold harmless the Village and the Village's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the Village.

B. Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

### **2.15 PRE-CONSTRUCTION MEETING**

Soon after Proposer has been notified of award of the ITB, the Contractor and Village shall agree upon a date and time for a pre-construction meeting. The Contractor shall have in attendance a principal of the firm or the project manager. Depending on the scope of the project, the additional stakeholders may be requested to attend.

The following matters (if applicable), at a minimum, shall be discussed and presented at this meeting:

- a) Signed contract
- b) Certificates of Insurance
- c) Performance and Payment Bonds
- d) Project Managers
- e) Substantial Completion

Schedule of Values - The Schedule of Values shall allocate the entire contract sum among the various portions of the work and be prepared in such form and supported by such data to substantiate its accuracy. This Schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

Construction Schedule with Critical Path Method or Bar Chart Procedure with start and completion dates for each task. The construction schedule at a minimum shall include the following;

- a) Notice to Proceed
- b) Schedule of on-site construction progress meetings
- c) Shop drawings submittals
- d) As-built submittal
- e) Stakeout Surveys
- f) Securing of construction site
- g) Work to be performed by Subcontractors
- h) Staging area
- i) Material deliveries
- j) Obtain Permits
- k) Village scheduled events affecting involved facility/site
- l) Sequence of Construction
- m) Substantial Completion
- n) Final Completion
- o) Training of Village staff on the use and maintenance of materials and/or equipment

## **2.16 MATERIALS, INSPECTION, AND RESPONSIBILITY**

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. The Contractor shall be responsible for the contract quality and standards of all materials, components or completed work finished under this contract for twelve (12) months from the date of final approved inspection and acceptance. Materials, components, or completed work not complying therewith may be rejected by the Village and shall be replaced by the Contractor at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises at the entire expense of the Contractor, after written notice has been mailed by the Village to the Contractor that such materials or components for work have been rejected.

## **2.17 PROGRESS MEETINGS**

The Project Managers will schedule and hold regular on-site progress meetings at least monthly, and at other times as requested by the Village Project Manager. The Village, Contractor, and all subcontractors active on the site shall be represented at each meeting. Village or Contractor may request attendance by representatives of suppliers or manufacturers. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve problems which may develop. To expedite the planning and coordination of the work, the Contractor shall provide a four week look-ahead schedule at each and every project meeting showing what work they are planning to do until the next meeting. Minutes shall be kept of each meeting by the Village and shall be part of the documentation for the project.

## **2.18 PROGRESS PAYMENTS**

Based on Applications for Payment submitted to the Village by the Contractor, and Certificates for Payment issued by the Architect/Engineer or Village, the Village shall make progress payments to the Contractor based on the Schedule of Values and percentage of completion, or units completed. A retainage of five percent (5%) will be deducted from the monthly payment

Applications for Payment shall indicate the percentage of completion of each portion of the work, or the volume, area, or linear measurement of work completed as of the end of the period covered by the Application for Payment. The period covered by each Application for Payment shall be one calendar month or as otherwise agreed upon at the Pre-Construction Conference. As-built records of the work performed and requested for payment shall be submitted prior to submitting the partial payment request.

## **2.19 NOTICE TO PROCEED**

The date of commencement of construction will be established during the Pre-Construction Conference, which shall be held shortly after

the award of contract, and will be stated in the Notice to Proceed.

The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the Village be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

## **2.20 SUBSTANTIAL COMPLETION**

For the purpose of this project, Substantial Completion shall be defined as that point which the Village has occupancy and/or beneficial use of the facility under construction, including equipment and systems installed. This date is considered the end of major work in the field for scheduling purposes and all activities necessary to facilitate operation including Operations and Maintenance Manuals, As-Built Drawings and Training shall be completed as required prior to Substantial Completion.

## **2.21 FINAL INSPECTION**

Upon notice from the Contractor that work is completed in accordance with the specifications, the Village shall make a final inspection of the work. The Contractor will be notified of all instances where his work fails to comply with the specifications.

The Contractor shall immediately correct or complete all issues as well as defects that were identified by the Village or a Village representative.

Upon completion of the repair work the Contractor shall notify the Village when it is ready for inspection. The Village shall make a final inspection of the work and notify the Contractor of any necessary repair work that is not completed. The Contractor shall immediately complete all incomplete work and arrange for re-inspection.

## **2.22 SUPERVISION**

The Contractor is to be responsible for his employees and Subcontractors, and for

compliance with all laws and ordinances governing his work. He shall be responsible for the accuracy of the laying out and giving his personal superintendence to the work. He shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the Village. He shall at all times take proper precautions to protect his work and materials from damage and disfigurement until accepted.

## **2.23 PERMITS**

The Contractor shall obtain all permits and call for inspections required for this project. The Building Dept. is mandated to charge fees. The Contractor shall be responsible for the payment of all permit fees including but not limited to: State BPR Building Certification Fee, State DCA Surcharge, County Code Compliance Fee, Microfilm Fee, and Structural Examination Fee. Fees for re-inspections shall be charged to the Contractor at normal rate and all costs shall be borne by the Contractor.

The Contractor is required to perform all controlled inspections required by the requisite permits at no additional cost to the Village.

## **2.24 PROTECTION OF PROPERTY**

The Contractor shall take extra precaution to protect all property while removing and replacing materials and equipment. Any damage done by the Contractor, whether it is necessary to the installation or accidental, shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Village Project Manager or his designee.

## **2.25 WARRANTY**

Unless otherwise stated, all materials and workmanship must be warranted for a minimum period of one year from the date of final acceptance. Equipment or systems carrying more than a one-year warranty shall be enumerated on the Bid Proposal form.

## **2.26 FINAL ACCEPTANCE**

The Final Inspection shall be made only after the Village is satisfied that the work described

in the plans and specifications has been completed in accordance with the intent of these specifications. The acceptance of the work shall not in any way prejudice the Village's rights to demand replacement of defective materials and workmanship.

## **2.27 SAFETY**

Contractor shall provide and place safety barriers and signage to modify and direct circulation at and around construction site. Every effort shall be made to minimize and limit construction noise, dirt, and dust. The Contractor is solely responsible for the safety of his personnel, but the Village reserves the right to discuss safety concerns on the site.

## **2.28 HAZARDOUS MATERIAL**

No hazardous materials have been designed into this project, nor have been specified. Contractor shall use no hazardous materials in the execution of the work covered by these specifications except as necessary for the immediate prosecution of the work. Such materials shall be properly stored and disposed of in accordance with Local, State, and Federal law. If suspected Hazardous Materials are encountered during the normal course of the work, the Contractor will notify the Village so that the material can be identified and remediated in accordance with Local, State and 30 Federal Laws.

## **2.29 TRAINING**

Contractor shall provide training to Village staff on the use and maintenance of equipment and/or materials use in this project.

## **2.30 MANUALS**

Contractor shall provide the specified number of manufacturers' training and maintenance manuals for any equipment installed.

## **2.31 UNUSUAL CIRCUMSTANCES**

If during a contract term where costs to the Village are to remain firm or adjustments are

restricted, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the Village to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The Village may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient.

In the event the Village does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Village, the Village will reserve the following options:

1. The contract can be canceled by the Village upon giving thirty (30) days written notice to the Contractor with no penalty to the Village or Contractor.

The Contractor shall fill all Village requirements submitted to the Contractor until the termination date contained in the notice.

2. The Village requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the Village, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the Village reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the Village for a stated period of time. If the Village does agree to adjusted costs, these adjusted costs shall not be invoiced to the Village until the Contractor receives notice in writing

signed by a person authorized to bind the Village in such matters.

### **2.32 CHANGE ORDERS**

Each Change Order to the Contract must be supported in writing and signed by the Contractor and the Village. Without this prior written authorization, the Village will not pay for extra work performed. The amount of Contractor's overhead and profit allowed for any change order, whether increase or decrease, shall not exceed the following limits for work by the Contractor: Overhead Limit: 10% of direct cost; Profit Limit: 5% of the sum of direct cost and overhead cost.

For any portion of the work for a change order that is performed by a Subcontractors or a Sub Contractor, Contractor's combined overhead and profit limits allowed will not exceed 5% of the actual direct cost of the work. The Village will verify the Change Orders compliance, the determination of the final completion status, and the reception of all due related documents, 4record drawings, etc.

### **2.33 CONSTRUCTION INSPECTION**

The Village's Project Manager will verify the Change Orders compliance, the determination of the final completion status, and the reception of all due related documents, including his/her approval of the updated record drawings, approval of all NOA compliances, etc.

### **2.34 UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE")**

The Village and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or-verify service from a public utility needed for their performance, provided that:

1. The non- performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

### **2.35 CONTRACT TIME / LIQUIDATED DAMAGES**

If the Contractor fails to substantially complete the Work within the time specified in the Contract, including any time extensions, the Contractor shall pay the Village as liquidated damages, the amount of \$100.00 for each day of delay.

The above amounts per calendar day are arbitrarily fixed and agreed upon by and between the Contractor and Village, because of impracticability and difficulty in ascertaining actual damages Village would sustain, and said amounts are agreed to as adequate coverage of damages which Village would sustain by reason of inconvenience, loss of use of monies, or other additional costs.

The Contractor shall be responsible for reimbursing the Village, in addition to



liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the Village's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

### **2.36 AS-BUILT DRAWINGS**

A set of drawings, which depicts the actual as built conditions of the completed construction, provides the user with a permanent record of each project feature. These working as-built drawings will typically be red lined mark ups of the Construction plans. The working As-built drawings must be reviewed at least periodically by the Village's Project Manager in conjunction with the approval of progress payments. The contract requires the Contractor to prepare, maintain and deliver to the Village a set of redlined, record drawings, which show the actual as-built conditions of the construction phases.

**END OF SECTION**

## SECTION 3.0 SPECIFICATIONS

### 3.1 **PURPOSE AND INTENT**

Miami Shores Village (“Village”) is seeking a qualified firm(s), hereinafter referred to as the “Contractor”), to submit bids for Miami Shores Village Hall Office renovations and improvements, including the two public restroom at Miami Shores Village Hall.

### 3.2 **DESCRIPTION OF MIAMI SHORES VILLAGE**

Miami Shores Village is vibrant community situated in Miami-Dade County and is located in close proximity to I-95 and just north of downtown Miami. The Village has a resident population of approximately 11,570 and was incorporated in 1932.

### 3.3 **SCOPE OF SERVICES**

The work to be performed shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services and for the performance of all labor, work, or other operations required for the renovations and construction services for office and public restroom improvements which includes demolition of existing wall and floor finishes, removal of plumbing fixtures, floor tiles, doors and installation of new walls, floor finishes, plumbing fixtures, ceiling devices, painting and new hot water recirculating line and pumps.

The Bidder shall ensure smooth and efficient project planning, staffing, communication updates, and scheduling, through project completion, as required by the scope of services herein contained. Bidders shall include in their offer all required project labor, machinery, rentals, tools, travel, transportation, delivery, materials, equipment, supplies, permits, and related incidentals necessary to meet, in its entirety, the ITB requirements specified herein.

Bidder shall be responsible for ensuring it is in possession of all required permits prior to commencement of work, and maintaining permits throughout the contract award, as required. All costs associated with obtaining required permits shall be the responsibility of the awarded Bidder(s). The review of the plans required for approval as contained within the solicitation have been reviewed and approved by Miami-Dade County.

### 3.4 **TECHNICAL SPECIFICATIONS:**

Specific responsibilities include but are not limited to the following:

**3.4.1 Office Renovations:** Contractor shall complete all work as per permitted drawings for Office renovations labeled A101 Enlarged Demolition & New Plans, A102 Enlarged Demolition & New Ceiling Plans and A103 Wall Types, Door Schedule & Details, E-101 Electrical Plan, LS-101 Life Safety Plan. **See Drawings**

**Attachment “A”.**

**3.4.1.1 Presence of Asbestos.** An Asbestos Renovation Survey Assessment dated May 3, 2022 has been performed. Asbestos was identified in the form of vinyl floor tile and was observed to be underneath a second layer of vinyl floor tile throughout the areas inspected. The impacted area of the proposed renovation activities, it should be removed by a Florida licensed asbestos contractor prior to being disturbed. Additional information on the requirements for handling of this material is detailed in Section 4.1. **See Attachment “C”.**

**3.4.2 Restrooms Renovation:** Contractor shall complete all work as per permitted drawings labeled A-101 Enlarged demolition & new Plans, A-102 Plumbing Fixtures, Accessories & interior elevations, A-103 Wall Types, Door Schedule & Details, E-100 Electrical Index Legend & Notes, E-101 Enlarged Demolition & New Plans – Electrical, (M- 100 Mechanical Index Legend & Notes, M-101 Enlarged demolition & new plans – Mechanical and P-101 Enlarges demolition & new Plans – Plumbing. **See Attachment “B”.**

3.4.2.1 **The Project Manual / Technical Specifications for the restroom renovations are available in a 500 page document upon request to [bid@msvfl.gov](mailto:bid@msvfl.gov). Due to size limitations, the Project Manual for the restroom renovations will be sent electronically to all interested prospective bidders.**

3.4.2.2 Plumbing: Contractor shall verify dimensions and site conditions prior to proceeding with procurement of materials and labor, fabrication, and construction work. Where discrepancies exist, notify architect / engineer of such discrepancies in writing via a request for information / interpretation (RFI) before proceeding with work in the affected area in question.

3.4.2.3 Insulation: All supply piping shall be insulated with appropriate material enough to maintain desired water temperatures and prevent condensation build-up. All exposed to view piping within the restrooms shall be insulated with the appropriate materials.

3.4.2.4 Fixtures: All toilet and bath fixtures for the project if applicable shall include but not limited to hand sinks, toilets, urinals, and shower stalls. All fixtures and their controls shall be suitable for facilities of this type and shall meet all requirements relative to ADA and local building codes.

3.4.2.5 Accessibility Requirements: Contractor to notify architect of any conflicts between onsite and drawings or specifications prior to installation.

- 3.4.3 Structural: Contractor shall verify dimensions and site conditions prior to proceeding with procurement of materials and labor, fabrication, and construction work. Where discrepancies exist, notify architect / engineer of such discrepancies in writing via a request for information / interpretation (RFI) before proceeding with work in the affected area in question.
- 3.4.4 Mechanical: Contractor shall verify dimensions and site conditions prior to proceeding with procurement of materials and labor, fabrication, and construction work. Where discrepancies exist, notify architect / engineer of such discrepancies in writing via a request for information / interpretation (RFI) before proceeding with work in the affected area in question.
- 3.4.5 Electric: It is the responsibility of the contractor for this project to ensure that all electrical meets the local building codes. Project to include all required emergency and egress lighting, switches, receptacles including ground fault devices, addition of new devices as deemed necessary or appropriate by the proposed electrical design, any required disconnects, any required grounding, and all components necessary for a complete and code compliant system.
- 3.4.6 Demolition: The true intent to the demolition specifications is to provide for complete demolition in every detail of the work described herein, and it is understood that the Contractor will furnish labor and equipment to complete the demolition process.

**3.5 BIDDER QUALIFICATIONS AND EXPERIENCE INCLUDING KEY PERSONNEL**

Contractor shall be a properly licensed contractor under existing Federal, State and Local laws, and qualified to perform the job as contained in this scope of work. The awarded contractor shall have a valid State of Florida license that enables them to procure all required permits, complete all of the work as specified herein and required bylaw.

**3.6 PRE-CONSTRUCTION MEETING**

The awarded Contractor shall schedule a preconstruction meeting and site visit with Village staff prior to any work being performed. The date, time, and location shall be mutually agreed upon by the Village and the Contractor.

**3.7 PERFORMANCE SCHEDULE**

- 3.7.1 The Contractor shall commence performance within fourteen (14) days of receipt of Notice to Proceed.
- 3.7.2 This is a time sensitive project and by responding to this bid, the Contractor understands that all work performed shall be fully complete within forty-five (45) days of receipt of Notice to Proceed.

3.7.3 In the event these specified services and materials are not delivered by the date specified, there will be deducted from the total contract price, not as a penalty, but as liquidated damages, the sum of \$100.00 per day for each calendar day of delay beyond the time specified for full completion. See Special Conditions, Section 2.32 of this bid document.

### **3.8 PROJECT COORDINATION & SCHEDULING**

3.8.1 During the course of work, the Contractor shall be responsible for keeping the Village informed of the proposed work schedule. This includes any scheduled work that could impede operations. The Contractor shall prepare a Construction Schedule to serve as a guide in managing the construction progress.

3.8.2 The Contractor shall not put workers on the job or perform any work without prior knowledge that such work is to be done, the place of work, and the scheduled starting time. A minimum 24-hour notification to the Village is required. The Village reserves the right to deny the request without penalty.

### **3.9 HOURS OF WORK**

3.9.1 The Contractor shall perform work between the hours 7:30 a.m. and 4:00 p.m., Monday through Saturday, or as restricted by the Village. This project has been approved for one shift installation operations. The working hours and phasing of work shall be worked out with the Project Manager.

3.9.2 Contractor will have to be flexible with work scheduling in order to not interfere with normal school operation, to include after hour or weekend work if necessary.

### **3.10 CLEAN UP**

Contractor shall be responsible for the removal of all debris resulting from this project and restoration to any existing areas damaged by the contractor once the project is completed. All debris shall be disposed of at an authorized dumping facility. Site shall be made safe, and clean of debris at the end of each work day.

### **3.11 WARRANTIES**

3.11.1 Contractor shall at his/her own expense, repair and replace all defective work which is found to be defective for a period of one (1) years from the date of acceptance of work by the Village. The warranty for any work repaired or replaced shall be extended for a period of twelve (12) months from the date of such repair or replacement. This warranty shall not apply to normal wear and tear or damage by acts beyond.

3.11.2 The awarded contractor must provide copies of all manufacturers warranties

**3.12 EMPLOYEES AND SUPERINTENDENT**

3.12.1 Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

3.12.2 The successful contractor shall employ a competent English speaking superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the Contractor and all communications given to and all decisions made by the superintendent shall be binding on the Contractor.

3.12.3 The Contractor shall supply competent and physically capable employees and the Village is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

**END OF SECTION**

**4.0 BID SUBMITTAL FORM**

**THIS FORM IS REQUIRED**

The bid amounts specified herein are for fixed price work, which includes all prices for equipment, labor and material required to perform the work specified in this Invitation to Bid.

The Bidder, being familiar with the local conditions, nature and extent of work and having examined carefully the specifications, terms and conditions herein, proposes to furnish all labor materials, equipment and other items, facilities and services, without exception for the proper execution and completion of the contract, and if awarded the contract, to complete the said work within the time limits as specification for the following bid prices:

<b>Office and Public Restrooms - Miami Shores Village Hall - 10050 NE 2<sup>nd</sup> Ave., Miami Shores, FL 33138</b>		
1	Labor, materials and supervision for office renovations and public restrooms at Miami Shores Village Hall as per specifications.	\$ _____ TOTAL LUMP SUM COST

Indicate: \_\_\_\_\_/days (number of days for final completion after notice to proceed)

Certification that the person signing the bid is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Village.

**SIGNATURE IS REQUIRED AT THE END OF THIS SECTION**

Firm's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

*I certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Bid for the Bidder.*

**SECTION 5.0**  
**REQUIRED FORMS**

- 5.1 Acknowledgement of Addenda
- 5.2 Drug Free Workplace Program
- 5.3 Solicitation, Giving, and Acceptance of Gifts Policy
- 5.4 Indemnification Clause
- 5.5 Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 5.6 Anti-Kickback Affidavit
- 5.7 Supplier Response Form – Vendor Questionnaire



**5.1 ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS ITB.

**Addendum #1, Dated** \_\_\_\_\_

**Addendum #2, Dated** \_\_\_\_\_

**Addendum #3, Dated** \_\_\_\_\_

**Addendum #4, Dated** \_\_\_\_\_

**Addendum #5, Dated** \_\_\_\_\_

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**PART II:**

\_\_\_\_\_ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS ITB.**

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**FIRM'S NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_

**5.2 DRUG-FREE WORKPLACE PROGRAM**

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**FIRMS NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_

**5.3 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - “No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.”“... The term ‘public officer’ includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

Miami Shores Village prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Village does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of “gifts” includes the following: Real property or its use,  
Tangible or intangible personal property, or its use,  
A preferential rate of terms on a debt, loan, goods, or services, Forgiveness of indebtedness,  
Transportation, lodging, or parking, Membership dues,  
Entrance fees, admission fees, or tickets to events, performances, or facilities,  
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

FIRM'S NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

Failure to sign this page may render your bid non-responsive.

**5.4 INDEMNIFICATION CLAUSE**

The Contractor shall indemnify, defend and hold harmless the Village Council, Miami Shores Village and their agents and employees from and against all claims, damages, losses and expenses (including attorney’s fees) arising out of or resulting from the contractor’s performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.

Bidder’s Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

\_\_\_\_\_ who, after first being sworn by me, affixed  
his/her [name of individual signing]

signature in the space provided above on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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

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

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

By: \_\_\_\_\_  
*(print individual's name and title)*

For: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in

Florida during the preceding 36 months shall be considered an affiliate.

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

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

*I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.*

---

Signature

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_\_

Personally known \_

OR Produced the following

identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

**5.6 ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    }  
  } SS:  
COUNTY OF                            }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of Miami Shores Village, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an Officer of the Corporation.

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_



Miami Shores Village Supplier Response Form

**5.7 VENDOR QUESTIONNAIRE**

The completed Vendor Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal Business Name: \_\_\_\_\_

2. Doing Business as / Fictitious Name: (if applicable): \_\_\_\_\_

3. Federal Employer I.D. No. (FEIN): \_\_\_\_\_

4. Website address: (if applicable): \_\_\_\_\_

5. Principal place of business address: \_\_\_\_\_

6. Office location responsible for this project: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

7. Type of business (*check appropriate box*):

Corporation (specify the State of Incorporation): \_\_\_\_\_

Sole Proprietor

Limited Liability Company (LLC)

Limited Partnership

General Partnership (State and County filled in) \_\_\_\_\_

Other – Specify: \_\_\_\_\_

8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

Telephone No. \_\_\_\_\_

9. List name and title of each principal, owner, officer, and major shareholder:

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

d) \_\_\_\_\_

10. Affiliated Entities of the Principal(s):

List the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the Village. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

d) \_\_\_\_\_

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

Yes       No

12. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? *If yes, specify details in an attached written response the reinstatement date, if granted.*

Yes       No

13. Specify the type of services or commodities your firm offers: \_\_\_\_\_

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

14. How many years has your firm been in business while providing the services and/or products offered within this solicitation? \_\_\_\_\_ years.
15. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?
- Yes       No
16. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Miami Shores Village recorded as the original purchase?
- Yes       No       N/A (if service)
17. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? *If yes, specify details in an attached written response.*
- Yes       No
18. Is your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*
- Yes       No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*
- Yes       No
22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? *If yes, specify details in an attached written response, including contact information for owner and surety company.*
- Yes       No
22. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?
- Yes       No
23. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Miami Shores Village officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Miami Shores Village officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment (*check one*).

Vendor certifies that this offer is made independently and free from collusion;

or

- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Vendor must include a list of name(s), and relationship(s) with its submittal.*

24. Participation in Solicitation Development (*check one*):

- I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Miami Shores Village.
- I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Miami Shores Village.

If this box is checked, provide the following: \_\_\_\_\_

\_\_\_\_\_

Name of Person the information was provided: \_\_\_\_\_

Title: \_\_\_\_\_

Date Information provided: \_\_\_\_\_

For what purpose was the information provided? \_\_\_\_\_

\_\_\_\_\_

***Question 25 – 30 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations.***

25. What similar on-going contracts is your firm currently working on? If additional space is required, provide on a separate sheet.

\_\_\_\_\_

\_\_\_\_\_

26. Has your firm completely inspected the project site(s) prior to submitting response?

Yes       No

27. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.

Yes       No

28. What equipment does your firm own that is available for this contract? *please specify details in an attached written response.*

29. Will your firm use subcontractor's to performance services in accordance with the contract? If yes, specify detail in an attached written response.

Yes       No

30. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed services.

**REFERENCE: #1**

Scope of Work: \_\_\_\_\_

Contract/Project Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**REFERENCE: #2**

Contract/Project Dates (Month and Year): \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract/Project Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Contract/Project Dates (Month and Year): \_\_\_\_\_ Contract Amount: \_\_\_\_\_

**REFERENCE: #3**

Scope of Work: \_\_\_\_\_

Contract/Project Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Contract/Project Dates (Month and Year): \_\_\_\_\_ Contract Amount: \_\_\_\_\_

**SECTION 6.0 SAMPLE AGREEMENT (DO NOT COMPLETE)**



**AGREEMENT No. (BID NUMBER)  
BETWEEN  
MIAMI SHORES VILLAGE AND (VENDOR NAME)**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between (Vendor Name) a corporation organized and existing under the laws of the State of Florida, having its principal office at (Vendor Address) (hereinafter referred to as the "CONTRACTOR"), and Miami Shores Village, a political subdivision of the State of Florida, having its principal office at 10050 N.E. 2<sup>nd</sup> Avenue, Miami Shores, Florida 33138 (hereinafter referred to as the "VILLAGE"),

**RECITALS**

**WHEREAS**, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the Invitation to Bid (ITB) No. \_\_\_\_ (Bid Number) (Solicitation Title) \_\_\_\_\_ which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B";

**WHEREAS**, the VILLAGE desires to procure from the CONTRACTOR such services for the VILLAGE, in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

**ARTICLE 1 – DEFINITIONS**

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written agreement between the Village and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the Village which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods

for general compliance with design concepts and with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the Village to verify in every detail conformance with plans and specifications.

- 1.4 Bid – The offer or Bid of the Contractor submitted on the prescribed form setting forth the total prices for the Work to be performed.
- 1.5 Bid Documents –This Agreement, advertisement for Invitation to Bids, the Instructions to Bidders, the Bid Form (with supplemental affidavits and agreements), the Contract Forms, General Conditions, the Supplementary Conditions, the Specifications, and the Plans, which documents all become an integral part of the Contract Documents.
- 1.6 Certificate of Substantial Completion - Certificate provided by the Village certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the Village.
- 1.7 Change Order - A change order is defined as a written order to a contractor approved by the Village, authorizing a revision of an underlying agreement between the Village and a contractor that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of the contract.
- 1.8 Village –Miami Shores Village, Miami Shores, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided. The Project Manager, or designee, shall be the authorized agent for the Village unless otherwise specified.
- 1.9 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice of Award and Notice to Proceed, General Conditions as amended by the Special Conditions, Technical Specifications, Plans/Drawings, Addenda, Bid Form and supplement Affidavits and Agreements, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Invitation to Bid, Instructions to Bidders and Bid Bond, Contractor's response to the Village's Invitation to Bid, Schedule of Completion and Schedule of Values, all amendments, modifications and supplements, change orders and work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.

Permits on file with the Village and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the Village for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

- 1.10 Contract Price – The monies payable to the Contractor by the Village under the Contract Documents and in accordance with the line item unit prices listed in the Bid.
- 1.11 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the work shall be started and shall be completed as stated in the Notice to Proceed.

- 1.12 Contractor – The person, firm, company, or corporation with whom the Village has entered into the Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, their subcontractors and their other successors and assigns.
- 1.13 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.14 Defective – An adjective which when modifying the word “Work” refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to the Project Manager’s recommendation of final payment.
- 1.15 Effective Date of the Agreement – The date specified in the Notice to Proceed given by the Village to the Contractor indicating when the Contract Time will commence to run and on which the Agreement becomes effective, but if no such date is indicated, it means the date on which the Agreement is approved by the Village Council or if Village Council approval is not required it is the date on which the Agreement is fully executed by the Village.
- 1.16 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the Village.
- 1.17 Hazardous Materials (HAZMAT) - Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.
- 1.18 Hazardous Substance - As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.19 Hazardous Waste - Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosively, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.



- 1.20 Holidays - Those designated non-work days as established by the Council of Miami Shores Village.
- 1.21 Inspection - The term "inspection" and the act of inspecting as used in this Agreement is defined to mean the examination of construction to ensure that it conforms to the design concept expressed in the plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.22 Notice of Award - The written notice by Village to the Contractor stating that upon compliance by the Contractor with the conditions precedent enumerated therein, within the time specified that the Village will sign and deliver this Agreement.
- 1.23 Notice to Proceed - A written notice given by the Village to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contract Time will end.
- 1.24 Plans - The drawings which show the character and scope of the work to be performed and which have been prepared or approved by the Village and are referred to in the Contract Documents.
- 1.25 Premises (otherwise known as Site or Work Site) - means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.26 Project - The total construction of the Work to be provided as defined in the Contract Documents.
- 1.27 Project Manager - The employee of the Village, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the contract Documents in connection with completion of the Work in accordance with this Agreement.
- 1.28 Punch List - The Village's list of Work yet to be done or be corrected by the Contractor, before the Final Completion date can be determined by the Village.
- 1.29 Record Documents - A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.30 Record Drawings or "As-Built" - A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the contractor. These documents will be signed and sealed by the Engineer of Record or a Professional Land Surveyor licensed in the State of Florida.
- 1.31 Substantially Completed Date - A date when the Contractor has requested in writing, stating that the Work is substantially completed and is ready for an inspection and issuance of a final punch list for the Project.
- 1.32 Work - The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating material and equipment into the product, all as required by the Contract Documents.

## ARTICLE 2 – SCOPE OF WORK

- 2.1 The Contractor shall complete all work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:“(BID NO.\_\_\_\_\_and Title\_\_\_\_\_)”.
- 2.2 All Work for the Project shall be constructed in accordance with the Drawings and Specifications. The Work generally involves:

### PROJECT DESCRIPTION

The Work of the Contract comprises the (Project Titleand Description)\_\_\_\_\_.

The proposed modifications are located in Miami Shores Village, Florida, in an area located at (Project Location).

- 2.3 Within ten (10) days of the execution of this Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of those subcontractors that will be utilized by the Contractor. The general sequence of the work shall be submitted by the Contractor and approved by the Village before any work commences. The Village reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

## ARTICLE 3 – PROJECT MANAGER

- 3.1 The Project Manager is hereby designated by the Village as Frank Ruiz, Assistant, Public Works Director. The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

## ARTICLE 4 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the Village and Contractor are attached to this Agreement, are made a part hereof and consist of the following:

- 4.1 This Agreement.
- 4.2 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.3 Notice of Award and Notice to Proceed.
- 4.4 General Conditions as amended by the Special Conditions.
- 4.5 Technical Specifications.

- 4.6 Plans/Drawings
- 4.7 Bid Form and supplement Affidavits and Agreements.
- 4.8 All applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement.
- 4.9 Invitation to Bid No. \_\_\_\_\_ Instructions to Bidders and Bid Bond.
- 4.10 Contractor's response to the Village's Invitation to Bid No. \_\_\_\_\_ dated \_\_\_\_\_, 2022.
- 4.11 Schedule of Completion and Schedule of Values.
- 4.12 All amendments, modifications and supplements, change orders and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.13 Any Additional documents that are required to be submitted under the Agreement.
- 4.14 Permits on file with the Village and or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the Village for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.

There are no Contract Documents other than those listed in this Article 4. The Contract Documents may only be altered, amended, or repealed in accordance with the provisions of the terms of this Agreement.

In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the Village Manager (or designee)
- b. This Agreement dated \_\_\_\_\_, and any attachments.
- c. Invitation to Bid No., \_\_\_\_\_ and the specifications prepared by the Village.
- d. Contractor's response to the Village's Invitation to Bid No., \_\_\_\_\_, dated \_\_\_\_\_, 2022.
- e. Schedule of Values.
- f. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, at once and before proceeding with the Work affected shall obtain a written interpretation or clarification from the Village.

It is the intent of the specifications and plans to describe a complete Project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or

not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Village, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

ARTICLE 5 – CONTRACT TIME

- 5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. Each work order shall commence within \_\_\_\_\_ calendar days of the date of the Notice to Proceed.
- 5.2 The Work shall be Substantially Completed within \_\_\_\_\_ calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.3 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within \_\_\_\_\_ calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
- 5.4 The initial contract term shall commence upon date of award by the Village and shall expire \_\_\_\_\_ year from that date. The Village reserves the right to extend the contract for \_\_\_\_\_ additional year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Village.
- 5.5 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Village as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Village.

ARTICLE 6 – CONTRACT PRICE

- 6.1 Village shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.  

The parties expressly agree that the Contract Price which shall not exceed the amount of \$ \_\_\_\_\_ constitutes the total maximum compensation payable to the Contractor for performing the Work, plus any Work done pursuant to a Change Order. Contract Price is in accordance with the line item unit prices listed in the Bid. Line items are based on a unit price cost multiplied by a defined quantity. Any additional duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor’s expense without change to the Contract Price.
- 6.2 The Contract Price constitutes the compensation payable to Contractor for performing the

Work plus any Work done pursuant to a Change Order. All duties responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract price.

#### ARTICLE 7 – PAYMENT PROCEDURES

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by Village as provided in the General Conditions.
- 7.2 Progress Payments. Village shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.2 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.3 Final Payment. Upon final completion of the Work in accordance with the General Conditions, as may be supplemented, the Village shall pay Contractor an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than five percent (5%) of the Contract Price shall be retained until Record Drawings (as-built), specifications, addenda, modifications and shop drawings. Including all manufacturers' instructional and parts manuals are delivered to and accepted by the Village.
- 7.4 The Village shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

#### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

In order to induce the Village to enter into this Agreement, Contractor makes the following representations upon which the Village has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted extensive tests, examinations and investigations and represents and warrants a thorough familiarization with the nature and extent of the Contract Documents, the Work, locality, soil conditions, moisture conditions and all year-round local weather and climate conditions (past and present), and, in reliance on such tests, examination and investigations conducted by Contractor and the Contractor's experts, has determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement. Furthermore, Contractor warrants and confirms that he is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work under the Contract Documents, the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on Village provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.
- 8.4 The Contractor has also studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the project can be completed for the Proposed Price submitted.
- 8.5 Contractor has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as he deems necessary for the performance of the Work at the Contract Prices, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given Village written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by Village is acceptable to the Contractor.
- 8.8 Labor
- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.
- 8.8.3 The Contractor shall designate the superintendent on the job to the Village, in writing, immediately after receipt of the Notice to Proceed. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Contract in accordance with Article 17.
- 8.8.4 The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space and maintenance of traffic. A certified "competent person" shall be assigned to the job site. Personnel certified by

the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to maintenance of traffic. Failure to pursue the Work with the properly certified supervisory staff may result in notice to stop work or terminate the Contract in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All material and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the Village reserves the right to approve all suppliers and materials.

8.10 Work Hours:

8.10.1 Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 7:30 a.m. and 4:00 p.m., Monday through Saturday. The Contractor will not permit overtime work or the performance of work on Sunday or any legal holiday (designated by Miami Shores Village) without the Project Manager's written consent at least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Contractor shall pay for the additional charges to the Village with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. The cost to the Contractor to reimburse the Village for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds himself or itself to indemnify and save harmless the Village from all such claims and fees and from any and all suits and action of every name and description that may be brought against Village on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said Village for the infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses. The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are at variance therewith, the Contractor shall give the Project Manager prompt written notice thereof, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and plans are in accordance with such laws, ordinances, rules and regulations.

8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of Miami Shores Village, County of Miami Dade, and State of Florida.

8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the Village or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for, or will be required to replace or restore at no expense to the Village all vegetation not protected or preserved as required herein that may be destroyed or damaged.

During the progress of the work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and

shall leave the site clean and ready for occupancy by the Village. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the Village.

8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.16.1 Flow of material and equipment from suppliers.



- 8.16.2 The interrelated work with affected utility companies.
- 8.16.3 The interrelated work with the Village where tie-ins to existing facilities are required.
- 8.16.4 The effort of independent testing agencies.
- 8.16.5 Notice to affected property owners as may be directed by the Project Manager.

8.17 Project Record Documents and As-Built (Record Drawings): The Contractor shall keep one record copy of all specifications, plans addenda, modifications, shop drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to the Project Manager for examination and shall be delivered to the Project Manager upon completion of the Work. Upon completion of the project and prior to final payment, an as-built (record drawings) of the Project shall be submitted to the Project Manager.

The as-built drawings shall be signed and sealed by a Florida Registered Professional Surveyor and Mapper, Engineer, Architect or Landscape Architect depending on the type of drawing.

8.18 Safety and Protection:

8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

8.18.1.1 All employees working on the project and other persons who may be affected thereby.

8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the Village.

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or

property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Village is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the Village. Title to the Work shall pass to the Village upon acceptance of the Work by the Village.

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises in an "as is" physical condition, without representation or warranty by the Village of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the Premises. Further, Contractor and all entities claiming by, through or under the Contractor, releases and discharges the Village, from any claim, demand, or cause of action arising out of or relating to the Contractor's use, handling, storage, release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The Contractor shall not use, handle, store, discharge, treat, remove, transport, or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the Premises until receipt of instructions from the Village. At such time, a Village approved Change Order, which shall not include any profit, shall authorize the Contractor to perform such services.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the Contractor from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and protect, defend, and hold harmless the Village and its respective employees, agents, officials, officers, representatives, contractors and subcontractors, successors, and assigns (hereafter the "Village") from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation,

restoration, and natural restoration expenses, liabilities, assessments, fines, penalties charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises by the Contractor or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance including asbestos located, transported, or present on, undue, from, to, or about the Premises. This indemnity is intended to be operable under 42 U.S.C. sections 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (l) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code ordinance, or legal requirement state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the Village, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the Village and the Contractor.

8.23 No Liens: If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or claim against any monies due or to become due from the Village to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any Change Order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within twenty (20) days of the filing or from receipt of written notice from the Village.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by Village as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, Village shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means Village chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

8.24 Weather Emergencies: Upon issuance of a Hurricane Watch by the National Weather Service, the Contractor shall submit to the Village a plan to secure the work area in the event a Hurricane Warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and

equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the Village before, during and immediately after the storm.

Upon issuance of a Hurricane Warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time he is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

8.25 Force Majeure: No Party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purposes, such acts or circumstances shall include, but not be limited to weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No Party shall be liable for its failure to carry out its obligations under the Agreement during a period when such Party is rendered unable by force majeure to carry out its obligation, but the obligation of the Party or Parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The Contractor further agrees and stipulates, that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 96 hours after such an occurrence. The CONTRACTOR shall use its reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate of the anticipated additional time required to complete the Project.

8.26 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTED CONTRACTS:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this

program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the contractor assures that they, the sub recipient or the subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. (This additional language must be included in each subcontract the prime contractor signs with a subcontractor.)

#### ARTICLE 9 – VILLAGE’S RESPONSIBILITIES

- 9.1 The Village shall furnish the data required of the Village under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The Village’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The Village shall issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should the Contractor fail to request interpretation of questionable items in the Contract Documents, the Village shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The Village shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other Party but in no event later than five (5) days after the occurrence of event, and written supporting data will be submitted to the other Party within five (5) days after such occurrence. All written decisions of the Village on any claim or dispute will be final and binding.
- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the Village in accordance with the Contract Documents. In cases of disagreement or ambiguity, the Village shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work, and the Village’s decisions on all claims, questions and determination are final.

#### ARTICLE 10 – BONDS AND INSURANCE

10.1 Public Construction and Other Bonds:

The Contractor shall furnish Public Construction or Performance and Payment Bonds (“Bond”), each in an amount at least equal to the Contract Price as security for the faithful performance and

payment of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of final payment, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

**10.1.1 Performance Bond:** The Contractor shall execute and record in the public records of Dade County, Florida a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety ("Bond"), in accordance with Section 255.05, Florida Statutes (2014) as may be amended or revised, as security for faithful performance and payment of all of the Contractor's obligations under the Contract Documents.

A Corporate Surety Bond legally issued, meeting the approval of the Village in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the Village, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.

**10.2 Disqualification of Surety:** If the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the Village.

### **10.3 Insurance**

**10.3.1** Contractor shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. A Sample Insurance Certificate shall be included with the bid to demonstrate the firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of coverage.

A. The Village is required to be named as additional insured on the Commercial General Liability insurance policy. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Contractor. Any exclusions or provisions in the insurance maintained by the

Contractor that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.

- B. The Contractor shall provide the Village an original Certificate of Insurance for policies required by Article 10. All certificates shall state that the Village shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the Village, (1) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the Village may carry in its own name.
- C. Contractor shall as a condition precedent of this Agreement, furnish to Miami Shores Village, c/o Project Manager 10050 N.E. 2<sup>nd</sup> Avenue, Miami Shores, Florida 33138. Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

10.3.2 Property Insurance (Builder's Risk): The Contractor shall purchase and maintain property insurance upon the Work at or off the site of 100% of the contract completed value. These policies shall insure the interest of the owner, contractor and subcontractors in the Work, and shall insure against "all risks" of physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the Work is completed and accepted by the Village.

10.3.3 Commercial General Liability

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit

Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required:

Miami Shores Village included as an Additional Insured Broad Form Contractual Liability  
Waiver of Subrogation  
Premises/Operations  
Products/Completed  
Operations Independent Contractors Owners

and Contractors Protective Liability  
Contractors Pollution Liability

10.3.4 Business Automobile Liability

- A. Limits of Liability:  
Bodily Injury and Property Damage - Combined Single Limit  
All Autos used in completing the contract Including Hired, Borrowed or Non-  
Owned Autos  
Any One Accident \$1,000,000
- B. Endorsements Required:  
Waiver of Subrogation

10.3.5 Workers' Compensation and Employer's Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440

Employers' Liability - \$500,000

Any firm performing work on behalf of Miami Shores Village must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Law.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

10.3.6 Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than \$2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability.

10.3.7 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Contractor's insurance must be provided by an A.M. Best's "A- "rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Village's Risk Manager. Any exclusions or provisions in the insurance maintained by the Contractor that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

NOTE: MIAMI SHORES VILLAGE BID NUMBER MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Contractor of their liability and obligation under this section or under any other section of this Agreement.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired



certificates are not replaced with new or renewed certificates that cover the contractual period, the Village shall:

- A. Suspend the Agreement until such time as the new or renewed certificates are received by the Village.
- B. The Village may, at its sole discretion, terminate the Agreement for cause and seek damages from the Contractor in conjunction with the violation of the terms and conditions of the Agreement.

ARTICLE 11 - WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION,  
REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

11.1 Warranty: The Contractor warrants and guarantees to the Village that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

11.1.1 Warranty of Title: The Contractor warrants to the Village that it possesses good, clear and marketable title to all equipment and materials provided and that there is no pending liens, claims or encumbrances against the equipment and materials.

11.1.2 Warranty of Specifications: The Contractor warrants that all equipment, materials and workmanship furnished, whether furnished by the Contractor, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlikemanner.

11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

11.2 Tests and Inspections: The Contractor shall give the Project Manager timely (minimum of thirty-six (36) hours) notice of readiness of the Work for all required inspections, tests, or approvals.

11.2.1 If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the Village's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation of the Work.

11.2.2 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by the Village or by a professional testing firm designated by the Village. The Village will pay for sampling and testing if the test results are passing. The Contractor will reimburse the Village for sampling, testing, and retesting costs associated with failing tests.

11.2.3 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from his obligations to perform the Work in accordance with Contract Documents.

11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor's sole expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 be observed by the Village or inspected or tested by others, the Contractor at the Village's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim therefore as provided in Articles 14 and 15.

11.4 Village May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the Village may order the Contractor to stop the Work, or any portion thereof,

11.5 until the cause for such order has been eliminated; however, this right of the Village to stop the Work shall not give rise to any duty on the part of the Village to exercise this right for the benefit of the Contractor or any other party.

The Village will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

11.6 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the Village and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the remove it from the site and replace it with non-defective Work.

11.7 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Village and in accordance with the Village's written instructions, either correct such defective Work, or, if it has been rejected by the Village, remove it from the site and replace it with non-defective Work.

If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the Village may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect

costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

- 11.8 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the Village, at the Village's sole option, prefers to accept it, the Village may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the Village.
- 11.9 Village May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the Village may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the Village shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Village may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the Village's representative agents and employees such access to the site as may be necessary to enable the Village to exercise its rights under this paragraph. All direct and indirect costs of the Village in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Village of the Village's right hereunder.

## ARTICLE 12 - INDEMNIFICATION

- 12.1 Disclaimer of Liability: The Village shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the Village, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness,

disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) The violation of any federal, state, county or Village laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

- 12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the Village, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against Village, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.
- 12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.
- 12.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the Village to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the Village.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by Village as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, Village shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means Village chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the Village.

- 12.2.5 The Contractor and the Village agree that Section 725.06(2), Florida Statutes controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the parties waive any defects in the wording of this Article that runs afoul of said statutory section.

### ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the Village may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the Village and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Village.

### ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by VILLAGE, shall be computed as follows:

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Village, these costs shall be in amounts no higher than those prevailing in the Village and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.2.
  - 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Village and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
  - 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Village, and the Contractor shall make provisions so that they may be obtained.
  - 14.1.3 Supplemental costs including the following:
    - 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the Village, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work. Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
  - 14.1.3.3 Royalty payments and fees for permits and licenses.
  - 14.1.3.4 The cost of utilities, fuel and sanitary facilities at the Worksite.
  - 14.1.3.5 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
  - 14.1.3.6 Cost of premiums for additional bonds and insurance required because of changes in the Work.
- 14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the VILLAGE in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order.
- 14.3 Not Included in the Cost of the Work: The term “cost of the Work” shall not include any of the following:
- 14.3.1 Payroll costs and other compensation of the Contractor’s officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor’s principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor’s fee.
  - 14.3.2 Expenses of the Contractor’s principal and branch offices other than the Contractor’s office at the site.
  - 14.3.3 Any part of the Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work and charges against the Contractor for delinquent payments.
  - 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.

- 14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1
- 14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:
- 14.4.1 A mutually acceptable negotiated fee:
- 14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).
- 14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.
- 14.4.1.3 The amount of credit to be allowed by the Contractor to the Village for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.
- 14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.
- 14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the Village an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown:
- 14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
- 14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.
- 14.6 Time for the Village to Approve Extra Work: Extra Work exceeding the cumulative amount of \$25,000 for a specific project must be approved by the Village Council and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the Village Manager and Village Council. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

## ARTICLE 15 – CHANGE OF THE CONTRACT TIME

- 15.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five

(5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

- 15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made there for as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the Village, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the Village's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

#### ARTICLE 16 – LIQUIDATED DAMAGES

- 16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the Village the sum of One Hundred Dollars (\$100.00) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the Village, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Village as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The Village shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the Village is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the Village, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the Village's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.
- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the Village, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or



demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the Village and the Contractor.

#### ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 Village May Suspend Work: The Village may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 Village May Terminate Work: The Village retains the right to terminate this Agreement, with thirty (30) days prior written notice. Additionally, the Village may also terminate this Agreement upon 15 days' notice upon the occurrence of any one or more of the following events:
- 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
- 17.2.2 If the Contractor makes a general assignment for the benefit of creditors.
- 17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
- 17.2.4 If the Contractor persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.
- 17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
- 17.2.6 If the Contractor repeatedly disregards proper safety procedures.
- 17.2.7 If the Contractor disregards any local, state or federal laws or regulations.
- 17.2.8 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If the Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the Village may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the Village for trespass or conversion, incorporate in the Work all

materials and equipment stored at the site or for which the Village has paid the Contractor but which are stored elsewhere. And Further, the Contractor may be excluded from the Work site and the Village take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the Village for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the Village has paid the Contractor but which are stored elsewhere, and finish the Work as the Village may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of the Village and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience Clause as set forth in Section 17.5 below.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to Village all data, drawings, specifications reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:

17.4.1 Should this Agreement be entered into and fully executed by the parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:

17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the Village. The Contractor further agrees that in the event of this default, the Village shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The Village shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the Village expressly consents in writing to the assumption. In the event the Village consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the Village, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to U.S.C. 365(b) (1).

17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by Village upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes

effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination. In addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.

- 17.6 Where the Contractor's service has been so terminated by the Village, the termination shall not affect any rights of the Village against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Village will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the Village.

#### ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of the Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.
- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the Village Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the Village Manager. The Village Manager's decision shall be final and binding on the parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the dependency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the dependency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress. The Work shall not be delayed or postpone pending resolution of any disputes or disagreements.

18.1.5 For any disputes which remain unresolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLES 19 - NOTICES

19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Village:

Village Manager's Office  
Miami Shores Village Hall  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
Telephone No. (305) 762-4851  
Email: ScottE@msvfl.gov

Office of the Village Attorney  
Miami Shores Village Hall  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
Telephone No.

With copy to the: Project Manager  
Miami Shores Public Works  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
Telephone No. (305) 795-2210  
Email: RuizF@msvfl.gov

To the Contractor:

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

ARTICLE 20 - LIMITATION OF LIABILITY

20.1 The Village desires to enter into this Agreement only if in so doing the Village can place a limit on the Village's liability for any cause of action arising out of this Agreement, so that the Village's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's

recovery from the Village to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the Village to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the Village's liability as set forth in Section 768.28, Florida Statutes, or to extend the Village's liability beyond the limits established in said Section 768.28; and no claim or award against the Village shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the Village, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the Village and the Contractor.

#### ARTICLE 21 – GOVERNING LAW

- 21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Dade County, Florida. By entering into this Contract, Contractor and Village hereby expressly waive any rights either party may have to a trial by jury or any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.

#### ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the Village, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the Village any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent

contractors and not agents or employees of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.

- 22.4 The Village reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the Village. If required by the Village, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the Village. The Contractor shall allow the Village to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the Village shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the Village now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Ode Brecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Ode Brecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.
- 22.8 The CONTRACTOR understands the Village is subject to Florida's Public Records Act, Chapter 119, FL. Stat. and that any such books, records, documents and data maintained by the Village are public records unless expressly exempted by general law. CONTRACTOR agrees that all documents and advertisements maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work product, without limitation, given by Village to CONTRACTOR pursuant to this Agreement shall at all times remain the property of Village, shall be returned to Village, and shall not be used by CONTRACTOR for any other purpose without the written consent of the Village. CONTRACTOR shall comply with the requirements of Florida Statutes 119.071 to the extent applicable to CONTRACTOR.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 305-762- 4870, E-MAIL ADDRESS: RODRIGUEZY@MSVFL.GOV., AND MAILING ADDRESS: MIAMI SHORES VILLAGE HALL 10050 N.E. 2ND AVE., MIAMI SHORES, FL 33138.**

22.9 ORDER OF PRECEDENCE

In the event there is a conflict between this agreement, the ITB, contractors' response, or scope of work, the order of precedence shall be this agreement, the ITB, and the contractors' response. The Village expressly rejects any additional terms or conditions not consistent with the terms herein.

*Signature page to follow*

SAMPLE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_\_  
day of \_\_\_\_\_, 2022.

CONTRACTOR

MIAMI SHORES VILLAGE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Esmond K. Scott, Village Manager

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

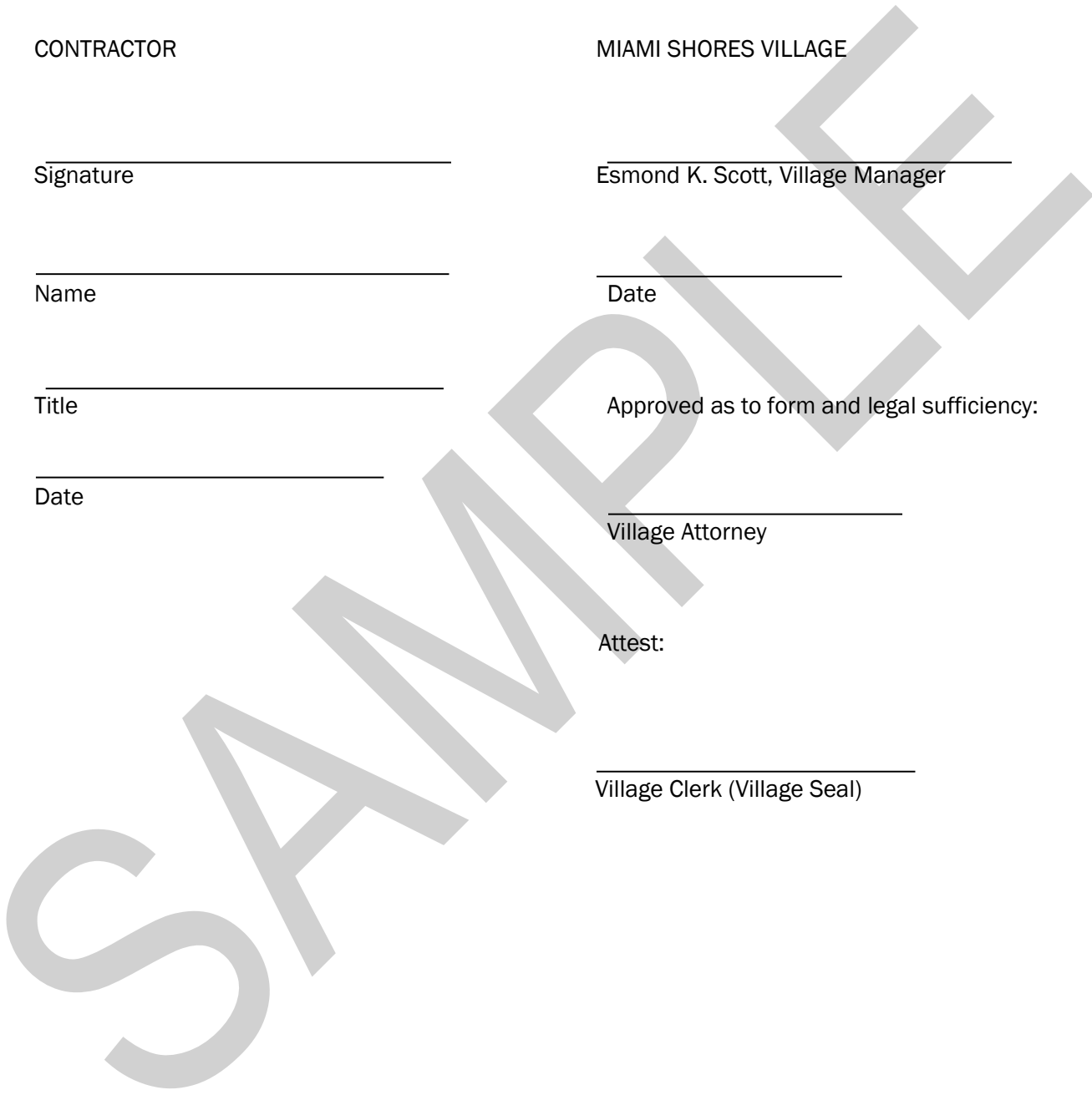
Approved as to form and legal sufficiency:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Village Attorney

Attest:

\_\_\_\_\_  
Village Clerk (Village Seal)





# MIAMI SHORES VILLAGE VILLAGE HALL OFFICES REMODELING

10050 NE 2ND AVENUE, MIAMI SHORES, FL 33138

## ATTACHMENT "A"



SANDRA HARRIS, MAYOR  
DANIEL MARINBERG, VICE MAYOR  
ALICE BURCH, COUNCILMEMBER  
KATIA SAINT FLEUR, COUNCILMEMBER  
CRYSTAL WAGAR, COUNCILMEMBER

**ARCHITECT**  
JORGE A GUTIERREZ ARCHITECT LLC  
14400 NW 77 COURT, SUITE 104  
MIAMI LAKES, FLORIDA 33016  
(786) 657-2352

**SCOPE:**  
OFFICES REMODELING

**PROJECT INFORMATION:**  
OCCUPANCY: BUSINESS GROUP B, UNSPRINKLERED  
CONSTRUCTION TYPE III-B

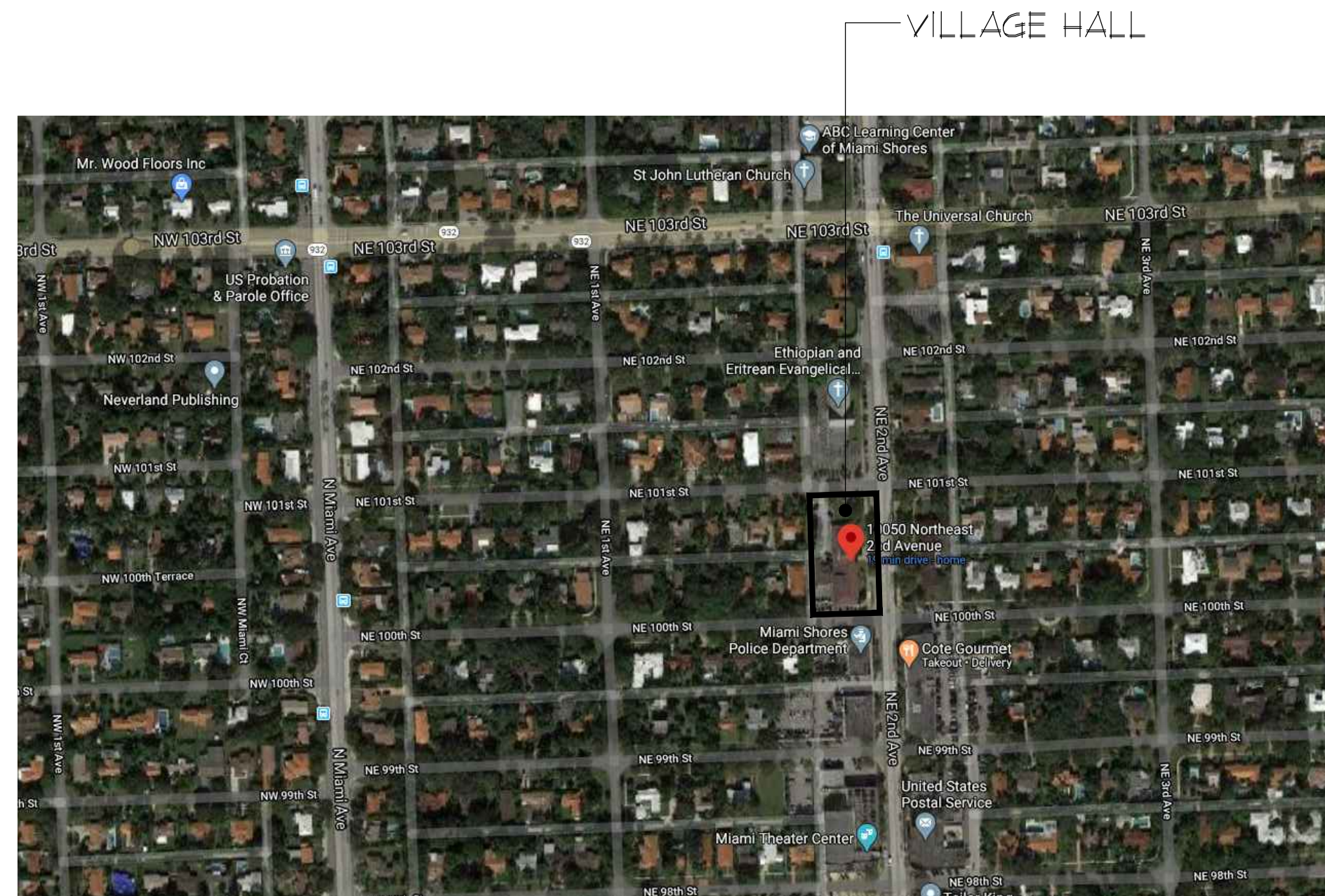
**ALTERATION:**  
LEVEL 1

**APPLICABLE CODES:**

FLORIDA BUILDING CODE (FBC) 7TH EDITION  
FLORIDA FIRE PREVENTION CODE (FFPC) 7TH EDITION  
NFPA 1, 2018 EDITION, "FIRE CODE"  
NFPA 101, 2018 EDITION, "LIFE SAFETY CODE"  
NFPA 72, 2016 EDITION, "NATIONAL FIRE ALARM CODE"  
NFPA 70, 2017 EDITION, "NATIONAL ELECTRICAL CODE"

**SQUARE FOOTAGE:**

EXISTING BUILDING: 6,925 S.F.  
AREA OF WORK: 600 S.F.



INDEX OF DRAWINGS				
SHEETS				
NUMBER	DESCRIPTION			
ARCHITECTURAL				
A-100	COVER AND INDEX OF DRAWINGS	X	X	
A-101	FLOOR PLAN, DEMOLITION PLAN	X		
A-102	CEILING PLAN, CEILING DEMOLITION PLAN	X		
A-103	DOOR AND HARDWARE SCHEDULE, DETAILS	X	X	
LS-101	EXISTING LIFE SAFETY PLAN	X	X	
ELECTRICAL				
E-101	ELECTRICAL PLANS	X		

BUSINESS OCCUPANCY - FBC 2020 EXISTING CONSTRUCTION TYPE III-B UNSPRINKLERED		
CODE ITEM	REQUIRED	PROVIDED
HAZARD OF CONTENTS	ORDINARY	ORDINARY
OCCUPANT LOAD - BUSINESS	1 / 150 SF	47 OCCUPANTS
COMMON PATH - UNSPRINKLERED BUILDING	75 FT	10 FT
TRAVEL DISTANCE - UNSPRINKLERED BUILDING	200 FT	10 FT
INTERIOR CORRIDOR WIDTH	36 INCHES MIN.	48 INCHES
DEAD END - UNSPRINKLERED BUILDING	20 FT	N/A
INTERIOR WALL AND CEILING FINISH REQUIREMENTS (ROOMS AND ENCLOSED SPACES)	CLASS C	CLASS C MIN
MINIMUM CRITICAL RADIANT FLUX (DISTANCE THE FLOORING SYSTEM BURNS TO EXTINGUISHMENT)	CLASS II	CLASS II MIN

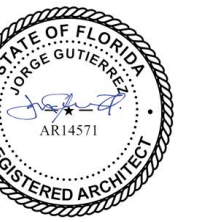
CLASS C = FLAME SPREAD INDEX 76-200, SMOKE DEVELOPED INDEX 0-450  
CLASS II = 0.22 WATTS/CM2 OR GREATER.

**LOCATION MAP**  
NOT TO SCALE



JORGE A GUTIERREZ  
ARCHITECT LLC  
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Suite 104, Miami Lakes,  
Florida 33016  
Telephone: 786-657-2352  
Cell 954-804-3517  
WWW.JAGAIA.COM

LICENSE NO.  
AR 14571



Jorge Gutierrez  
2022.001.2008  
5

March 29, 2022  
SEAL

REVISION  
NO DATE  
2 3-29-22 The department comments

OFFICE REMODELING  
VILLAGE HALL  
MIAMI SHORES VILLAGE  
10050 NE SECOND AVENUE  
MIAMI SHORES, FLORIDA 33138

PROJECT NAME

COVER,  
SCOPE &  
LOCATION MAP

SHEET TITLE

DRAWN  
MCC  
CHECKED  
JG  
DATE  
1-10-2022  
SCALE  
AS NOTED  
JOB NO.  
211117  
SHEET

A-100

**MIAMI SHORES VILLAGE  
VILLAGE HALL PUBLIC RESTROOMS REMODELING  
10050 NE 2ND AVENUE, MIAMI SHORES, FL 33138**

# ATTACHMENT "B"

**ARCHITECT**  
**JORGE A GUTIERREZ ARCHITECT LLC**  
 14400 NW 77 COURT, SUITE 104  
 MIAMI LAKES, FLORIDA 33016  
 (786) 657-2352

**MECHANICAL / ELECTRICAL / PLUMBING ENGINEER**  
**DELTA G CONSULTING ENGINEERS**  
 707 NE 3RD AVENUE SUITE 200  
 FORT LAUDERDALE, FLORIDA 33304  
 (954) 527-1112



**SANDRA HARRIS, MAYOR**  
**DANIEL MARINBERG, VICE MAYOR**  
**ALICE BURCH, COUNCILMEMBER**  
**KATIA SAINT FLEUR, COUNCILMEMBER**  
**CRYSTAL WAGAR, COUNCILMEMBER**

**SCOPE:**  
 PUBLIC WOMEN'S RESTROOM REMODELING  
 PUBLIC MEN'S RESTROOM REMODELING

**PROJECT INFORMATION:**  
 OCCUPANCY: BUSINESS GROUP B, UNSPRINKLERED  
 CONSTRUCTION TYPE III-B

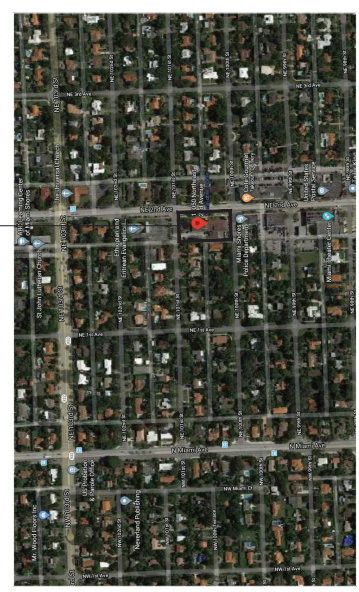
**ALTERATION:**  
 LEVEL 1

**APPLICABLE CODES:**  
 FLORIDA BUILDING CODE 2020  
 FLORIDA FIRE PREVENTION CODE 2020

**SQUARE FOOTAGE:**  
 BUILDING: 6,925 S.F.

**STATEMENT OF COMPLIANCE:**  
 TO THE BEST OF MY KNOWLEDGE, THESE DRAWINGS ARE COMPLETE AND COMPLY WITH THE CURRENT FLORIDA BUILDING CODE AND PERTINENT STATUTES, CODES, RULES AND REGULATIONS REFERENCED THEREIN.

- LIST OF DRAWINGS:**  
 A-100 COVER, SCOPE & LOCATION MAP  
 A-101 ENLARGED DEMOLITION & NEW PLANS  
 A-102 PLUMBING FIXTURES, ACCESSORIES & INTERIOR ELEVATIONS  
 A-103 WALL TYPES, DOOR SCHEDULE & DETAILS  
 E-100 ELECTRICAL INDEX LEGEND & NOTES  
 E-101 ENLARGED DEMOLITION & NEW PLANS - ELECTRICAL  
 M-100 MECHANICAL INDEX LEGEND & NOTES  
 M-101 ENLARGED DEMOLITION & NEW PLANS - MECHANICAL  
 P-101 ENLARGED DEMOLITION & NEW PLANS - PLUMBING



**LOCATION MAP**  
 NORTH  
 NOT TO SCALE

CODE ITEM	REQUIRED	PROVIDED
HAZARD OF CONTENTS	ORDINARY	ORDINARY
OCCUPANT LOAD - BUSINESS	1 / 150 SF	41 OCCUPANTS
COMMON PATH - UNSPRINKLERED BUILDING	15 FT	10 FT
TRAVEL DISTANCE - UNSPRINKLERED BUILDING	200 FT	10 FT
INTERIOR CORRIDOR WIDTH	36 INCHES MIN.	78 INCHES
DEAD END - UNSPRINKLERED BUILDING	20 FT	N/A
INTERIOR WALL AND CEILING FINISH REQUIREMENTS (ROOMS AND ENCLOSED SPACES)	CLASS C	CLASS C MIN
MINIMUM CRITICAL RADIANT FLUX (DISTANCE THE FLOORING SYSTEM BURNS TO EXTINGUISHMENT)	CLASS II	CLASS II MIN

CLASS C = FLAME SPREAD INDEX \*16-200, SMOKE DEVELOPED INDEX 0-450  
 CLASS II = 0.22 WATTS/CM<sup>2</sup> OR GREATER

JORGE A. GUTIERREZ ARCHITECT LLC  
 14400 NW 77th Ct.  
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 Fax: (786) 657-1717  
 WWW.JAGAC.COM

September 12, 2021  
 SEAL

PROJECT NAME  
**VILLAGE HALL PUBLIC RESTROOMS REMODELING**  
 PHASE - 100% DOCUMENTS  
 10050 NE 2ND AVE  
 MIAMI SHORES, FLORIDA 33138

CUSTOMER NO.  
 AA 280002181

DATE  
 10/16/21  
 SCALE  
 AS NOTED  
 9/19/21/8  
 SHEET

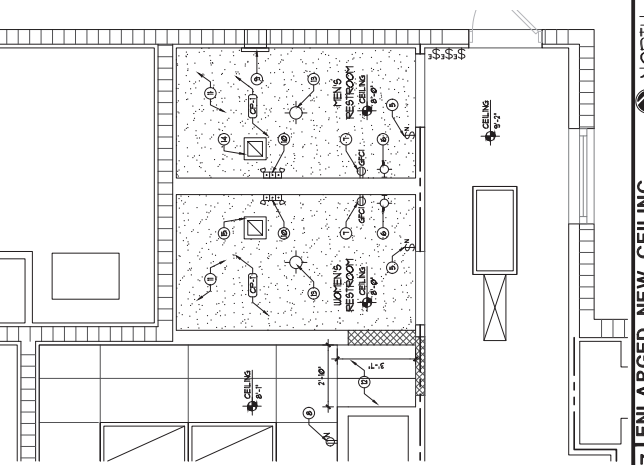
DRAWN  
 MCC  
 CHECKED

**A-100**

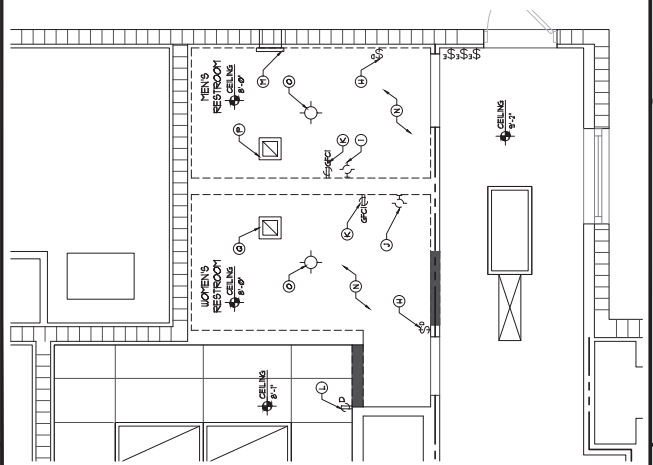
1. PROVIDE FINISHES TO MATCH EXISTING FINISHES UNLESS OTHERWISE NOTED. ALL FINISHES SHALL BE SUBJECT TO THE CONTRACTOR'S VERIFICATION OF THE EXISTING CONDITIONS. PROVIDE PROTECTIVE SHEETING TO PROTECT EXISTING FINISHES IN AREAS TO REMAIN.
2. PROVIDE PROTECTIVE SHEETING TO PROTECT EXISTING FINISHES IN AREAS TO REMAIN.
3. PAINT ENTIRE RESTROOM CEILING AREAS WITH PATTERNLESS WHITE PATTERNLESS PAINT. REMOVE ALL CEILING LIGHT FIXTURES AND ALL OTHER CEILING FIXTURES AND PROVIDE NEW CEILING LIGHT FIXTURES TO MATCH EXISTING LIGHT FIXTURES.
4. THE CONTRACTOR SHALL REMOVE ALL EXISTING CEILING LIGHT FIXTURES AND PROVIDE NEW CEILING LIGHT FIXTURES TO MATCH EXISTING LIGHT FIXTURES.
5. PROVIDE CEILING LIGHT FIXTURES TO MATCH EXISTING LIGHT FIXTURES. PROVIDE CEILING LIGHT FIXTURES TO MATCH EXISTING LIGHT FIXTURES. PROVIDE CEILING LIGHT FIXTURES TO MATCH EXISTING LIGHT FIXTURES.

### 9 CEILING GENERAL NOTES

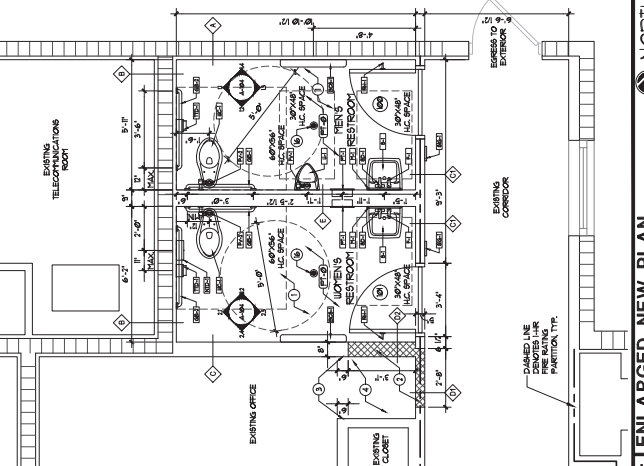
1. FIELD VERIFY AREA OF WORK. OBTAIN PERMITS FOR THE WORK.
2. CONTRACTOR TO PROVIDE PROTECTION TO EXISTING EQUIPMENT, FURNITURE, DOORS, FINISHES, ETC. AS NECESSARY.
3. CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS AND SITE CONDITIONS PRIOR TO BEGINNING WORK. ANY CHANGES OR CONDITIONS SHOULD BE DOCUMENTED BY THE CONTRACTOR AND SUBMITTED TO THE ARCHITECT FOR APPROVAL.
4. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FOR THE WORK AND OBTAIN OCCUPANCY OF THE PROJECT.
5. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT / ENGINEER OF ANY CHANGES TO THE DRAWINGS AND THE FIELD CONDITIONS ANY DISCREPANCIES OR CONDITIONS BEFORE PROCEEDING WITH THE WORK.
6. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL VERIFY LOCATION OF ALL EQUIPMENT AND UTILITIES TO BE REMOVED, AND PROVIDE PROTECTION TO ALL EQUIPMENT AND UTILITIES TO REMAIN.
7. CONTRACTOR SHALL VERIFY LOCATION OF ALL EQUIPMENT AND UTILITIES TO BE REMOVED AND PROVIDE PROTECTION TO ALL EQUIPMENT AND UTILITIES TO REMAIN.
8. CONTRACTOR SHALL REMOVE AND PAINT EXISTING WORKS AND PROVIDE NEW FINISHES TO MATCH EXISTING FINISHES.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WORKS AND UTILITIES TO REMAIN.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WORKS AND UTILITIES TO REMAIN.



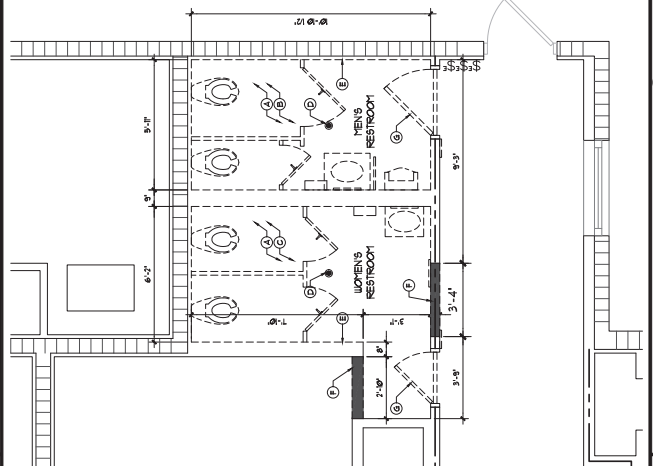
7 ENLARGED NEW CEILING  
SCALE: 3/8" = 1'-0"



6 ENLARGED DEMO CEILING  
SCALE: 3/8" = 1'-0"



5 ENLARGED NEW PLAN  
SCALE: 3/8" = 1'-0"



4 ENLARGED DEMOLITION PLAN  
SCALE: 3/8" = 1'-0"

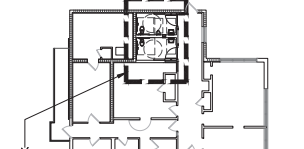
1. NEW FLOOR TILE: GREY VITRIFIED TO MATCH EXISTING FLOOR TILE. THE CROSS GRADE REFER TO DETAIL 14-A-01 PROVIDE NEW FLOOR TILE COVER.
2. PATCH AND REPAIR WALL: PATCH EXISTING ADJACENT FINISH.
3. NEW CARPET TILE FINISH AND BASE TO MATCH EXISTING ADJACENT.
4. NEW WALL MOUNTED LIGHT FIXTURE REFER TO ELECTRICAL DRAWINGS.
5. NEW WALL MOUNTED LIGHT FIXTURE REFER TO ELECTRICAL DRAWINGS.
6. NEW GFCI OUTLET REFER TO ELECTRICAL DRAWINGS.
7. NEW EXHAUST OUTLET REFER TO ELECTRICAL DRAWINGS.
8. NEW EXHAUST LIGHT TO BE MOUNTED ON WALL REFER TO ELECTRICAL DRAWINGS.
9. NEW HAND CEILING REFER TO DETAIL 14-A-01.
10. NEW ARCHITECTURAL CEILING GRID AND TILE REFER TO DETAIL 14-A-01.
11. NEW SURFACE MOUNTED LIGHT FIXTURE ON CEILING REFER TO ELECTRICAL DRAWINGS.
12. NEW CEILING EXHAUST COVER.
13. NEW FLOOR DRAIN REFER TO PLUMBING DRAWINGS.

### 3 NEW PLANS KEY NOTES

1. REMOVE EXISTING PLUMBING FIXTURES, ACCESSORIES AND TOILET PARTITIONS COMPLETELY.
2. EXISTING TILE FLOOR FINISH TO BE REMOVED.
3. EXISTING VCT FLOOR FINISH TO BE REMOVED.
4. EXISTING FLOOR DRAIN TO BE REMOVED.
5. EXISTING WALL CEILING TILE AND WALL BOARD TO BE REMOVED TYPICAL OF ALL WALLS.
6. REMOVE PORTION OF EXISTING PARTITION AND ASSOCIATED COMPONENTS COMPLETELY.
7. ALL EXISTING CEILING INSIDE PARTITION TO BE REMOVED. ASSOCIATED COMPONENTS COMPLETELY.
8. EXISTING LIGHT SWITCH TO BE RELOCATED.
9. EXISTING WALL MOUNTED FIXTURE TO BE RELOCATED.
10. EXISTING GFCI OUTLET TO BE RELOCATED.
11. EXISTING GFCI OUTLET TO BE RELOCATED.
12. EXISTING WALL EXHAUST COVER TO BE REMOVED.
13. EXISTING HAND CEILING TO BE DEMOLISHED.
14. EXISTING SURFACE MOUNTED LIGHT FIXTURE ON CEILING TO BE REMOVED.
15. EXISTING CEILING EXHAUST COVER TO BE REMOVED.
16. EXISTING CEILING EXHAUST COVER TO BE REMOVED.

### 2 DEMOLITION PLANS KEY NOTES

1. AREAS TO BE REMOVED ARE CHANGED.
2. ANY ASSOCIATED WORK SHALL BE REMOVED PRIOR TO THE GENERAL CONTRACTOR'S COMMENCING WITH DEMOLITION.



JORGE A. GUTIERREZ ARCHITECT LLC  
14400 NW 77th Ct.  
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Cell: 954-884-3917  
WWW.JAGARCH.COM

LICENSE NO. AA 26000181  
APRIL 27, 2021  
JORGEE A. GUTIERREZ  
ARCHITECT  
SEAL

NO.	DATE	REVISION

VILLAGE HALL PUBLIC RESTROOMS REMODELING  
PHASE - 100% DOCUMENTS  
10050 NE 2ND AVE  
MIAMI SHORES, FLORIDA 33138

PROJECT NAME ENLARGED DEMOLITION & NEW PLANS  
SHEET TITLE  
DRAWN BY MOC  
CHECKED BY  
DATE 06-02-2020  
SCALE AS SHOWN  
JOB NO. 94191218  
SHEET

A-101

JORGE A. GUTIERREZ ARCHITECT LLC  
 1400 NW 7th Ct.  
 Suite 104, Miami Lakes,  
 Florida 33003  
 Telephone: 786-857-2302  
 Cell: 954-864-3017  
 www.jagarc.com

LICENSE NO.  
 AA 26002181  
 APRIL 27, 2021  
 JORGE A. GUTIERREZ  
 ARCHITECT  
 SEAL

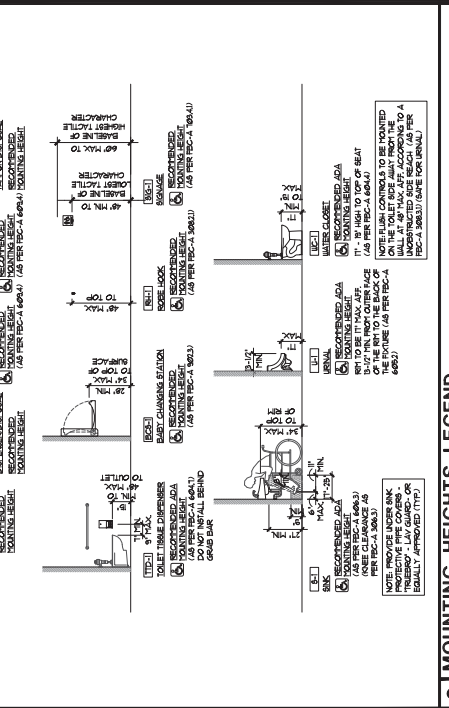
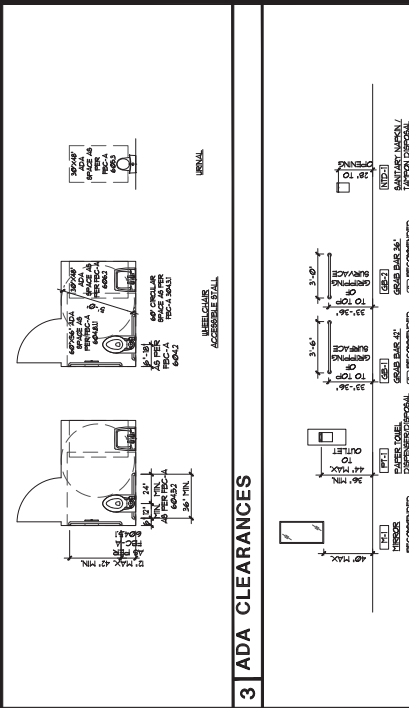
NO.	DATE	REVISION

VILLAGE HALL PUBLIC RESTROOMS REMODELING  
 PHASE - 100% DOCUMENTS  
 10050 NE 2ND AVE  
 MIAMI SHORES, FLORIDA 33138

PROJECT NAME  
 PLUMBING FIXTURES ACCESSORIES & INTERIOR ELEVATIONS  
 SHEET TITLE

DESIGN	
CHECKED	
DATE	06-02-2020
SCALE	AS SHOWN
JOB NO.	94191218
SHEET	

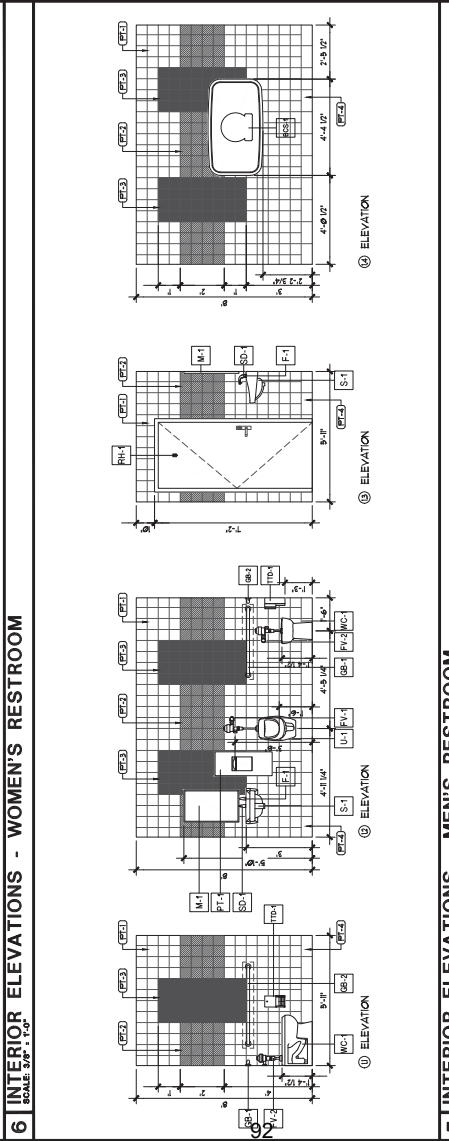
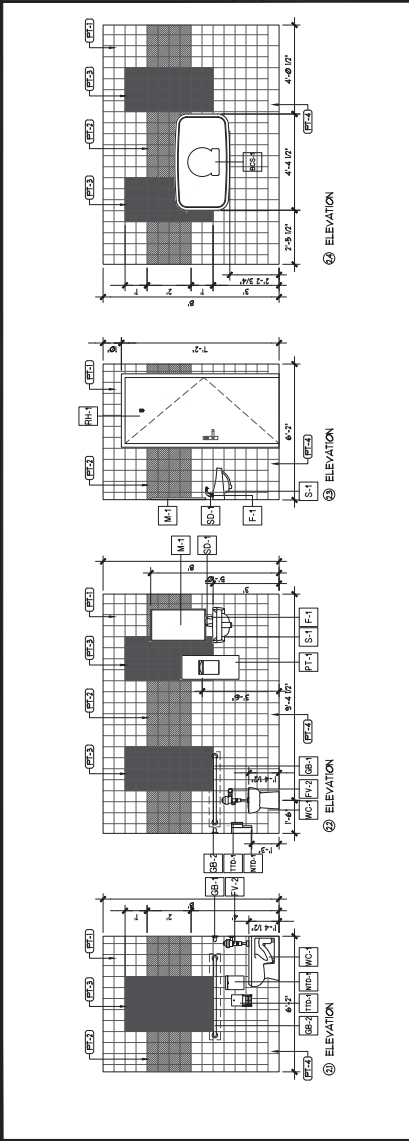
A-102



PLUMBING FIXTURES & ACCESSORIES SCHEDULE  
 NOTE: FOR ADDITIONAL PLUMBING FIXTURES INFORMATION REFER TO PLUMBING SHEETS

MARK	DESCRIPTION	MANUFACTURER	MODEL	TYPE COMMENTS
H1	MIRROR	BOBDOCK	B-700-880	
PF-1	PAPER TOWEL DISPENSER DISPENSAL	BOBDOCK	B-3400	
GB-1	GRAB BAR - 36 INCHES	BOBDOCK	B-4000A	
GB-2	GRAB BAR - 24 INCHES	BOBDOCK	B-4000B	
TD-1	TOILET TRIMME DISPENSER	BOBDOCK	B-749	
DCS-1	BUSH CHANGING STATION	NOVA WARE	NO-300-086	
RS-1	ROSE HOOK		B-32	
RS-2	ROSE HOOK		RS-100	
F-1	FLUSH VALVE FOR URINAL		RS-200	
WC-1	WATER CLOSET - ADA		RS-200	
FD	FLOOR DRAIN		RS-200	

NOTES:  
 1. PROVIDE PRODUCTS AND MANUFACTURERS NOT SCHEDULED ABOVE OR APPROVED EQUAL.  
 2. PROVIDE WALL BUNGONS TO SUPPORT TOILET ACCESSORIES.



FLOOR FINISH SCHEDULE

TYPE MARK	DESCRIPTION	SIZE	MANUFACTURER	COLLECTION / COLOR	FINISH	TYPE COMMENTS
PF-0	PORELAN TILE	12" x 12"	CORONA/VALLE	ARGENT / ON THE ROCKS	HONOED	SLIP-RESISTANT 5% SATD COEFFICIENT OF FRICTION OF 0.66 MIN. PER ASTM C 427 SPECTRALOCK PRO GROUT - EPOXY GROUT BY LATICRETE RELEASE

WALL FINISH SCHEDULE

TYPE MARK	DESCRIPTION	SIZE	MANUFACTURER	COLLECTION / COLOR	FINISH	TYPE COMMENTS
PF-1	PORELAN TILE	6" x 6"	CORONA/VALLE	ARGENT / CLEAN SLATE	HONOED	SPECTRALOCK PRO GROUT - EPOXY GROUT BY LATICRETE - COLOR 74
PF-2	PORELAN TILE	6" x 6"	CORONA/VALLE	ARGENT / CANISSE COOL	HONOED	NATURAL GRAY - GROUT JOINTS 3/16" - STONETECH GROUT RELEASE
PF-3	PORELAN TILE	6" x 6"	CORONA/VALLE	ARGENT / TERRAZA BLES	HONOED	SPECTRALOCK PRO GROUT - EPOXY GROUT BY LATICRETE - COLOR 74
PF-4	PORELAN BASE TILE - TR01	6" x 12"	CORONA/VALLE	ARGENT / CLEAN SLATE	HONOED	SPECTRALOCK PRO GROUT - EPOXY GROUT BY LATICRETE - COLOR 74

CEILING FINISH SCHEDULE

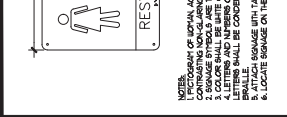
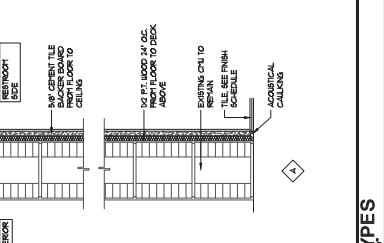
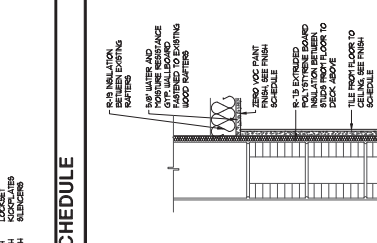
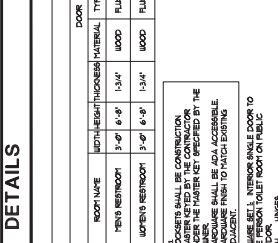
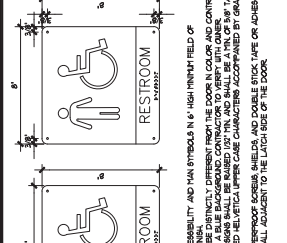
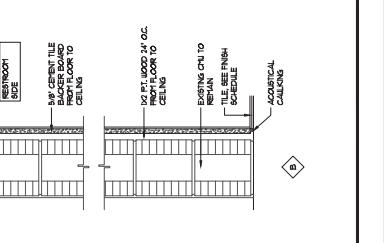
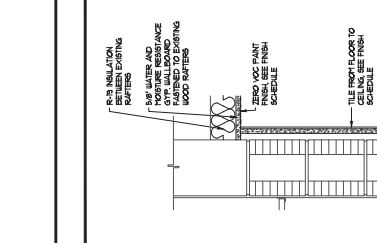
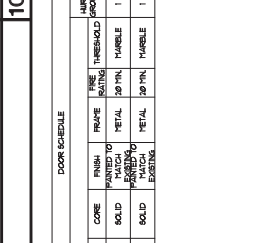
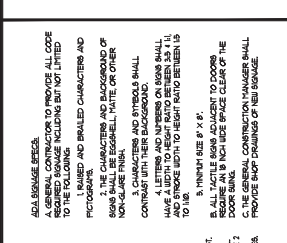
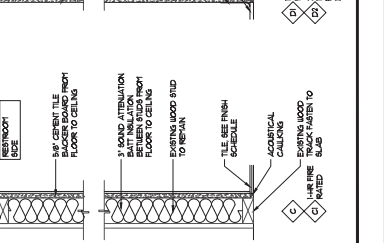
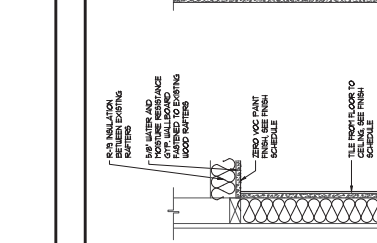
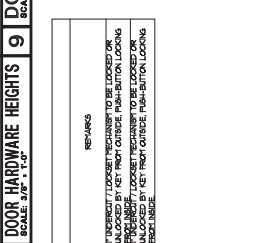
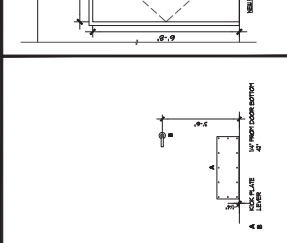
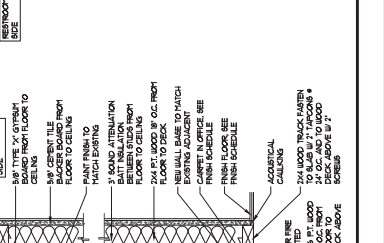
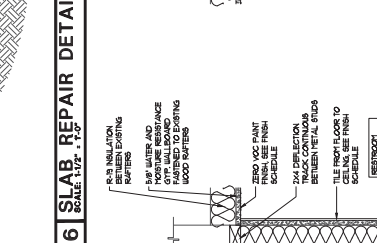
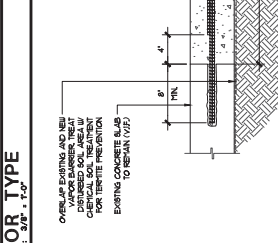
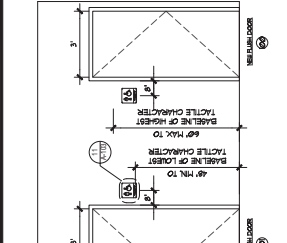
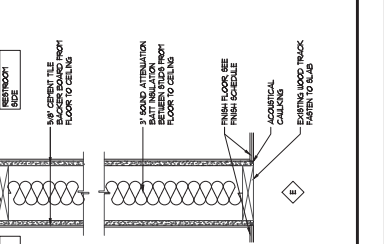
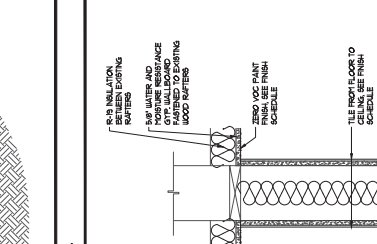
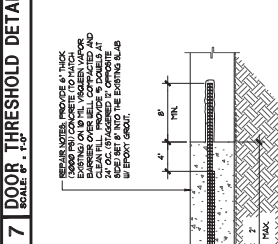
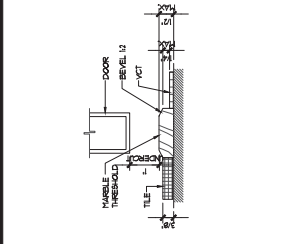
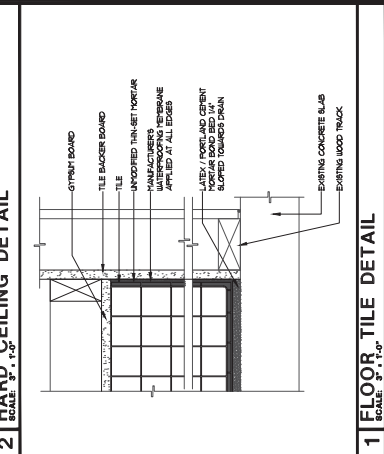
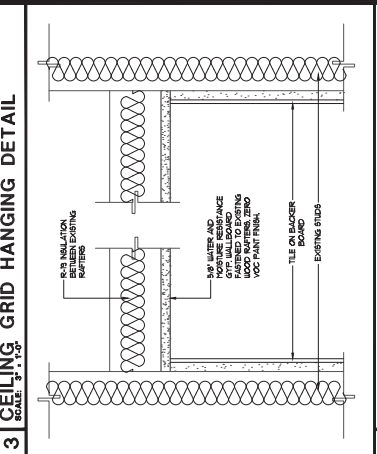
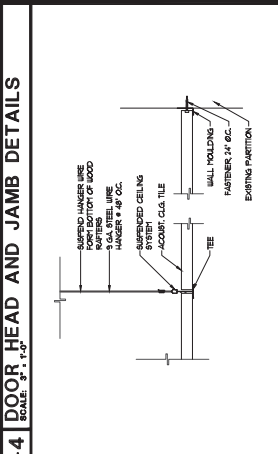
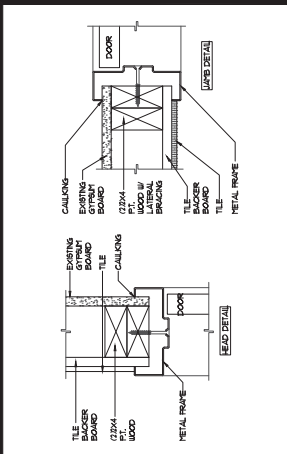
TYPE MARK	DESCRIPTION	SIZE	MANUFACTURER	COLOR / NUMBER	FINISH	TYPE COMMENTS
CP-1	ZERO VOC PAINT		BERNINI BELLINI	HIGH REFLECTIVE WHITE / 901781	EGGHELL	LEVEL 5 FINISH

NOTE: PROVIDE PRODUCTS AND MANUFACTURERS NOT SCHEDULED ABOVE OR APPROVED EQUAL.

**1 PLUMBING FIXTURES AND ACCESSORIES SCHEDULE**

NO.	DATE	REVISION

DESIGNED BY	DATE
CHECKED BY	06-02-2020
SCALE	AS SHOWN
AS NOTED	JOB NO. 94191218
SHEET	SHEET



**11 SIGNAGE DETAILS**  
 SCALE: 3/4" = 1'-0"

**10 DOOR HARDWARE HEIGHTS**  
 SCALE: 3/4" = 1'-0"

**9 DOOR TYPE**  
 SCALE: 3/4" = 1'-0"

**7 DOOR THRESHOLD DETAIL**  
 SCALE: 3/4" = 1'-0"

**6 SLAB REPAIR DETAIL**  
 SCALE: 1/2" = 1'-0"

**3 CEILING GRID HANGING DETAIL**  
 SCALE: 3/4" = 1'-0"

**2 HARD CEILING DETAIL**  
 SCALE: 3/4" = 1'-0"

**1 FLOOR TILE DETAIL**  
 SCALE: 3/4" = 1'-0"

**NOTE:** ALL SIGNAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2010 INTERNATIONAL BUILDING CODE (IBC) AND THE 2010 INTERNATIONAL SPOKEN LANGUAGE ACCESSIBILITY STANDARDS (ISAS). ALL SIGNAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2010 INTERNATIONAL BUILDING CODE (IBC) AND THE 2010 INTERNATIONAL SPOKEN LANGUAGE ACCESSIBILITY STANDARDS (ISAS). ALL SIGNAGE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2010 INTERNATIONAL BUILDING CODE (IBC) AND THE 2010 INTERNATIONAL SPOKEN LANGUAGE ACCESSIBILITY STANDARDS (ISAS).

DOOR	DOOR TYPE	MATERIAL	FINISH	FRAME	THRESHOLD	GROUP	REMARKS
009	MEN'S RESTROOM	3'-0" x 6'-0"	WOOD	METAL	08" MIN.	H	1. UNLOCKED TO ALLOW ACCESS TO BE LOCKED OR UNLOCKED BY SET FROM OUTSIDE. PUSH-BUTTON LOCKING UNLOCKED BY SET FROM OUTSIDE. PUSH-BUTTON LOCKING UNLOCKED BY SET FROM OUTSIDE.
010	WOMEN'S RESTROOM	3'-0" x 6'-0"	WOOD	METAL	08" MIN.	H	1. UNLOCKED TO ALLOW ACCESS TO BE LOCKED OR UNLOCKED BY SET FROM OUTSIDE. PUSH-BUTTON LOCKING UNLOCKED BY SET FROM OUTSIDE.

**NOTES:**  
 1. LOCKSETS SHALL BE CONSTRUCTION TYPE 1.  
 2. LOCKSETS SHALL BE CONSTRUCTION TYPE 1.  
 3. LOCKSETS SHALL BE CONSTRUCTION TYPE 1.  
 4. LOCKSETS SHALL BE CONSTRUCTION TYPE 1.  
 5. LOCKSETS SHALL BE CONSTRUCTION TYPE 1.  
 6. LOCKSETS SHALL BE CONSTRUCTION TYPE 1.  
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 8. LOCKSETS SHALL BE CONSTRUCTION TYPE 1.  
 9. LOCKSETS SHALL BE CONSTRUCTION TYPE 1.  
 10. LOCKSETS SHALL BE CONSTRUCTION TYPE 1.

DOOR	DOOR TYPE	MATERIAL	FINISH	FRAME	THRESHOLD	GROUP	REMARKS
009	MEN'S RESTROOM	3'-0" x 6'-0"	WOOD	METAL	08" MIN.	H	1. UNLOCKED TO ALLOW ACCESS TO BE LOCKED OR UNLOCKED BY SET FROM OUTSIDE. PUSH-BUTTON LOCKING UNLOCKED BY SET FROM OUTSIDE.
010	WOMEN'S RESTROOM	3'-0" x 6'-0"	WOOD	METAL	08" MIN.	H	1. UNLOCKED TO ALLOW ACCESS TO BE LOCKED OR UNLOCKED BY SET FROM OUTSIDE. PUSH-BUTTON LOCKING UNLOCKED BY SET FROM OUTSIDE.

DOOR	DOOR TYPE	MATERIAL	FINISH	FRAME	THRESHOLD	GROUP	REMARKS
009	MEN'S RESTROOM	3'-0" x 6'-0"	WOOD	METAL	08" MIN.	H	1. UNLOCKED TO ALLOW ACCESS TO BE LOCKED OR UNLOCKED BY SET FROM OUTSIDE. PUSH-BUTTON LOCKING UNLOCKED BY SET FROM OUTSIDE.
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DOOR	DOOR TYPE	MATERIAL	FINISH	FRAME	THRESHOLD	GROUP	REMARKS
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010	WOMEN'S RESTROOM	3'-0" x 6'-0"	WOOD	METAL	08" MIN.	H	1. UNLOCKED TO ALLOW ACCESS TO BE LOCKED OR UNLOCKED BY SET FROM OUTSIDE. PUSH-BUTTON LOCKING UNLOCKED BY SET FROM OUTSIDE.

**5 WALL TYPES**  
 SCALE: 1/2" = 1'-0"

**4 DOOR SCHEDULE**  
 SCALE: 1/2" = 1'-0"

**3 CEILING GRID HANGING DETAIL**  
 SCALE: 3/4" = 1'-0"

**2 HARD CEILING DETAIL**  
 SCALE: 3/4" = 1'-0"

**1 FLOOR TILE DETAIL**  
 SCALE: 3/4" = 1'-0"









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 Suite 1000, 33016  
 Miami, FL 33187  
 Phone: 305-442-2552  
 Cell: 561-594-3517  
 WWW.JAGAC.COM

GEORGE MANUELA P.E.  
 FLORIDA LICENSE #4400

NO.	DATE	REVISION

VILLAGE HALL PUBLIC RESTROOMS REMODELING  
 PHASE - 100% DOCUMENTS  
 10050 NE 2ND AVE  
 MIAMI SHORES, FLORIDA 33138

PROJECT NAME  
**ENLARGED DEMOLITION & NEW PLANS - MECHANICAL**  
 SHEET TITLE

DRAWN BY: JLV/WK  
 CHECKED  
 DATE 04-27-2021  
 AS NOTED  
 JOB NO. 1916130  
 SHEET

M-101

### FAN SCHEDULE

MFG	MODEL NO.	TYPE	CFM	HP	WTS	HP	WTS	AMP	WTS	AMP	MOTOR DATA	DRIVE	SONES	UNIT	REMARKS
TEF-1	EXISTING	EXISTING	CEILING/50/100	0.1	26.5	0.23	86T/120/1/60	DIRECT	0.8	11.2	1.5,4,7,8				
<b>GENERAL NOTES:</b>															
1. PROVIDE STARTERS, RECONNECTS AND ALL ASSOCIATED CONTROLS ON ALL FANS.															
2. FIELD VERIFY LOCATION ON INSTALLATION AND DUCT WORK.															
3. PROVIDE WITH BACK DRIFT DAMPER.															
4. PROVIDE WITH ROOF CURB (SEE RETAIL).															
5. PROVIDE FROM 6" x 6" ROOF CAP.															
6. PROVIDE WITH ELECTRICAL CONTRACTOR BEFORE BIDDING OR ORDERING ANY EQUIPMENT.															
7. PROVIDE WITH ELECTRICAL CONTRACTOR BEFORE BIDDING OR ORDERING ANY EQUIPMENT.															
8. PROVIDE SERVICE AND MAINTENANCE.															
<b>REMARKS:</b>															
1. PROVIDE WITH 1/2" W/ LIGHT CONTINUOUSLY OPERATED.															
2. PROVIDE WITH BACK DRIFT DAMPER.															
3. PROVIDE WITH ROOF CURB (SEE RETAIL).															
4. PROVIDE FROM 6" x 6" ROOF CAP.															
5. PROVIDE WITH ELECTRICAL CONTRACTOR BEFORE BIDDING OR ORDERING ANY EQUIPMENT.															
6. PROVIDE SERVICE AND MAINTENANCE.															
7. PROVIDE FACTORY RECOMMENDED SUPPORTS AND DAMPER AND BIRD SCREENS.															
8. PROVIDE ALL ROOF MOUNTED CAP WITH GRAVITY DAMPER AND BIRD SCREENS.															

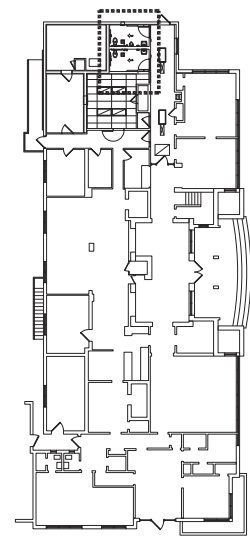
### MECHANICAL GENERAL NOTES

- 1.- MAINTAIN MANUFACTURER'S RECOMMENDED CLEARANCES AROUND ROOF MOUNTED EQUIPMENT. MINIMUM OF 3'-0".
- 2.- COORDINATE ALL EQUIPMENT LOCATIONS AND ROOF PENETRATIONS WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS. PROVIDE WITH ROOF CURB (SEE RETAIL). DRAWINGS PROVIDED BY THE EQUIPMENT MANUFACTURER.
- 3.- EXHAUST FAN ROOF PENETRATIONS SHALL BE COORDINATE WITH ARCHITECTURAL DRAWINGS.
- 4.- ALL ROOF CURBS SHALL BE SEALED AIR TIGHT FOR BUILDING PRESSURE TESTING.

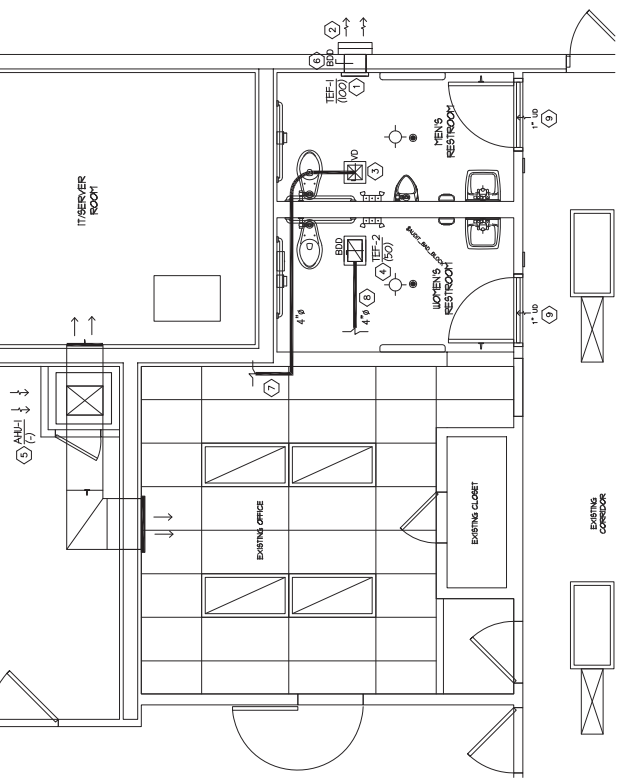
GENERAL LANDSCAPE ROOFING AND EQUIPMENT REQUIREMENTS PRIOR TO BID.  
 ANY VENTING EXHAUST, TOILETS AND PLUMBING VTR SHALL BE A MINIMUM OF 10 FT AWAY FROM ANY 0/4 INTRUSE.

### 2 NOTES

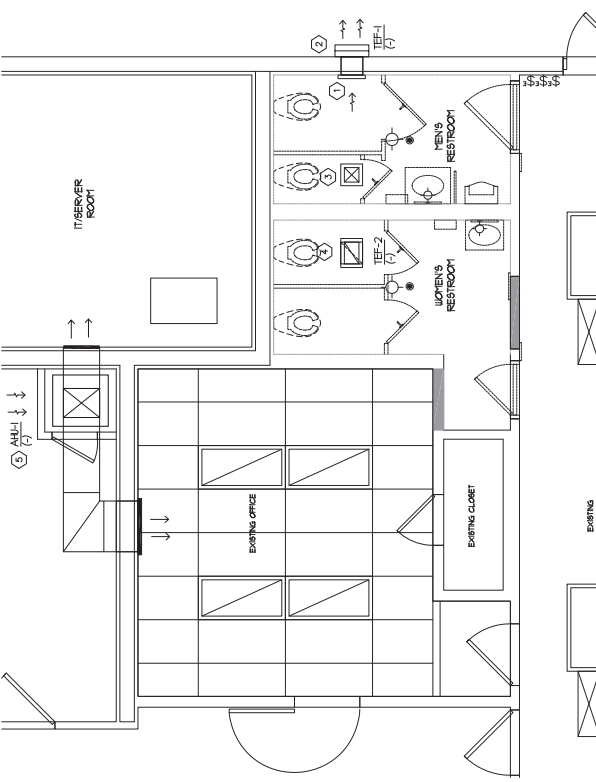
SCALE: 1/8" = 1'-0"



1 KEY PLAN  
 SCALE: 1/8" = 1'-0"  
 NORTH



4 ENLARGED NEW PLAN - MECHANICAL  
 SCALE: 3/8" = 1'-0"  
 NORTH



3 ENLARGED DEMOLITION PLAN - MECHANICAL  
 SCALE: 3/8" = 1'-0"  
 NORTH

### NEW WORK KEY NOTES

1. EXISTING TEF-1 BALANCED FOR NEW CFM.
2. EXIST. EXHAUST WALL CAP FINISHED TO MATCH EXISTING EXTERIOR WALL. VERIFY WITH ARCHITECT.
3. EXIST. DIFFUSER TO BE BALANCED TO 50 CFM SA.
4. EXISTING TEF-2 MAINTAINED AND BALANCE TO REQUIRED CFM.
5. EXIST. AHU-1 TO REMAIN.
6. PROVIDE NEW BACK DRIFT DAMPER (BDD).
7. INSPECT & RE-CONNECT EXIST. DUCTWORK TO EXIST. DIFFUSER, AHU-1. VERIFY SIZE.
8. RE-CONNECT EXIST. DUCTWORK TO EXIST. TEF-2. VERIFY SIZE AND EPA TERMINATION.
9. \* WAREHOUSE DOOR FOR VENTILATION. VERIFY WITH ARCHITECT.

### MAINTENANCE WORK KEY NOTES

1. EXISTING TEF-1 TO REMAIN. REMOVE FOR INSPECTION AND MAINTENANCE.
2. EXIST. EXHAUST WALL CAP TO REMAIN. REMOVE FOR CLEANING AND PAINTING.
3. EXIST. DIFFUSER TO REMAIN. REMOVE FOR CLEANING.
4. EXISTING TEF-2 TO REMAIN. REMOVE FOR INSPECTION, SERVICE MAINTENANCE.
5. EXIST. AHU-1 TO REMAIN.

5 NOTES  
 SCALE: 1/8" = 1'-0"  
 NORTH



# MIAMI SHORES VILLAGE VILLAGE HALL OFFICES REMODELING

10050 NE 2ND AVENUE, MIAMI SHORES, FL 33138

**ARCHITECT**  
**JORGE A GUTIERREZ ARCHITECT LLC**  
 14400 NW 77 COURT, SUITE 104  
 MIAMI LAKES, FLORIDA 33016  
 (786) 657-2352



SANDRA HARRIS, MAYOR  
 DANIEL MARINBERG, VICE MAYOR  
 ALICE BURCH, COUNCILMEMBER  
 KATIA SAINT FLEUR, COUNCILMEMBER  
 CRYSTAL WAGAR, COUNCILMEMBER

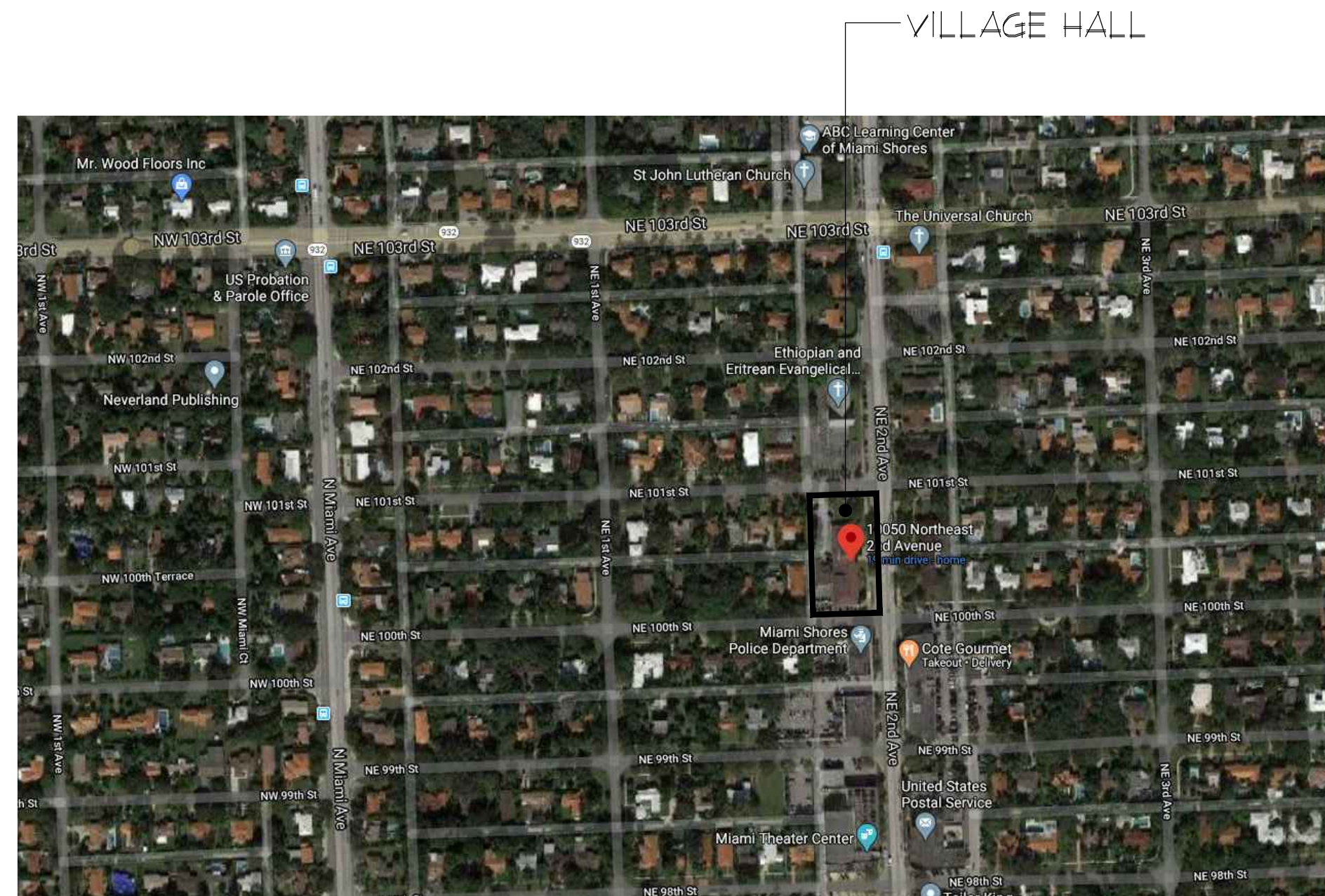
**SCOPE:**  
 OFFICES REMODELING

**PROJECT INFORMATION:**  
 OCCUPANCY: BUSINESS GROUP B, UNSPRINKLERED  
 CONSTRUCTION TYPE III-B

**ALTERATION:**  
 LEVEL 1

**APPLICABLE CODES:**  
 FLORIDA BUILDING CODE 2020  
 FLORIDA FIRE PREVENTION CODE 2020  
 NATIONAL ELECTRICAL CODE 2017

**SQUARE FOOTAGE:**  
 EXISTING BUILDING: 6,925 S.F.  
 AREA OF WORK: 600 S.F.



**LOCATION MAP**  
 NOT TO SCALE

INDEX OF DRAWINGS				
SHEETS				
NUMBER	DESCRIPTION	100% CDs (1-10-2022)		
<b>ARCHITECTURAL</b>				
A-100	COVER AND INDEX OF DRAWINGS	X		
A-101	FLOOR PLAN, DEMOLITION PLAN	X		
A-102	CEILING PLAN, CEILING DEMOLITION PLAN	X		
A-103	DOOR AND HARDWARE SCHEDULE, DETAILS	X		
LS-101	EXISTING LIFE SAFETY PLAN	X		
<b>ELECTRICAL</b>				
E-101	ELECTRICAL PLANS	X		

BUSINESS OCCUPANCY - FBC 2020 - FFFC 2020 - EXISTING CONSTRUCTION TYPE III-B UNSPRINKLERED		
CODE ITEM	REQUIRED	PROVIDED
HAZARD OF CONTENTS	ORDINARY	ORDINARY
OCCUPANT LOAD - BUSINESS	1 / 150 SF	47 OCCUPANTS
COMMON PATH - UNSPRINKLERED BUILDING	75 FT	10 FT
TRAVEL DISTANCE - UNSPRINKLERED BUILDING	200 FT	10 FT
INTERIOR CORRIDOR WIDTH	36 INCHES MIN.	48 INCHES
DEAD END - UNSPRINKLERED BUILDING	20 FT	N/A
INTERIOR WALL AND CEILING FINISH REQUIREMENTS (ROOMS AND ENCLOSED SPACES)	CLASS C	CLASS C MIN
MINIMUM CRITICAL RADIANT FLUX (DISTANCE THE FLOORING SYSTEM BURNS TO EXTINGUISHMENT)	CLASS II	CLASS II MIN

CLASS C = FLAME SPREAD INDEX 76-200, SMOKE DEVELOPED INDEX 0-450  
 CLASS II = 0.22 WATTS/CM2 OR GREATER.

**JORGE A GUTIERREZ ARCHITECT LLC**  
 14400 NW 77th Ct.  
 Suite 104, Miami Lakes,  
 Florida 33016  
 Telephone: 786-657-2352  
 Cell 954-804-3517  
 WWW.JAGAIA.COM

LICENSE NO.  
 AR 14571

Jorge A. Gutierrez  
Digitally signed by Jorge A. Gutierrez  
 Date: 2022.02.08 14:10:26 -05'00'

January 10, 2022  
 SEAL

NO	DATE	REVISION

**OFFICE REMODELING**  
**VILLAGE HALL**  
 MIAMI SHORES VILLAGE  
 10050 NE SECOND AVENUE  
 MIAMI SHORES, FLORIDA 33138

PROJECT NAME


**COVER,  
SCOPE &  
LOCATION MAP**

SHEET TITLE

DRAWN  
MCC  
 CHECKED  
JG  
 DATE  
1-10-2022  
 SCALE  
AS NOTED  
 JOB NO.  
211117  
 SHEET

**A-100**

JORGE A GUTIERREZ  
ARCHITECT LLC  
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Cell 954-804-3517  
WWW.JAGAIA.COM

LICENSE NO.  
AR 14571  
  
Jorge Gutierrez  
2022.001.20085

January 10, 2022  
SEAL

NO	DATE	REVISION
1	2-8-22	Building department comments

OFFICE REMODELING  
VILLAGE HALL  
MIAMI SHORES VILLAGE  
10050 NE SECOND AVENUE  
MIAMI SHORES, FLORIDA 33138

PROJECT NAME

ENLARGED  
DEMOLITION  
& NEW PLANS

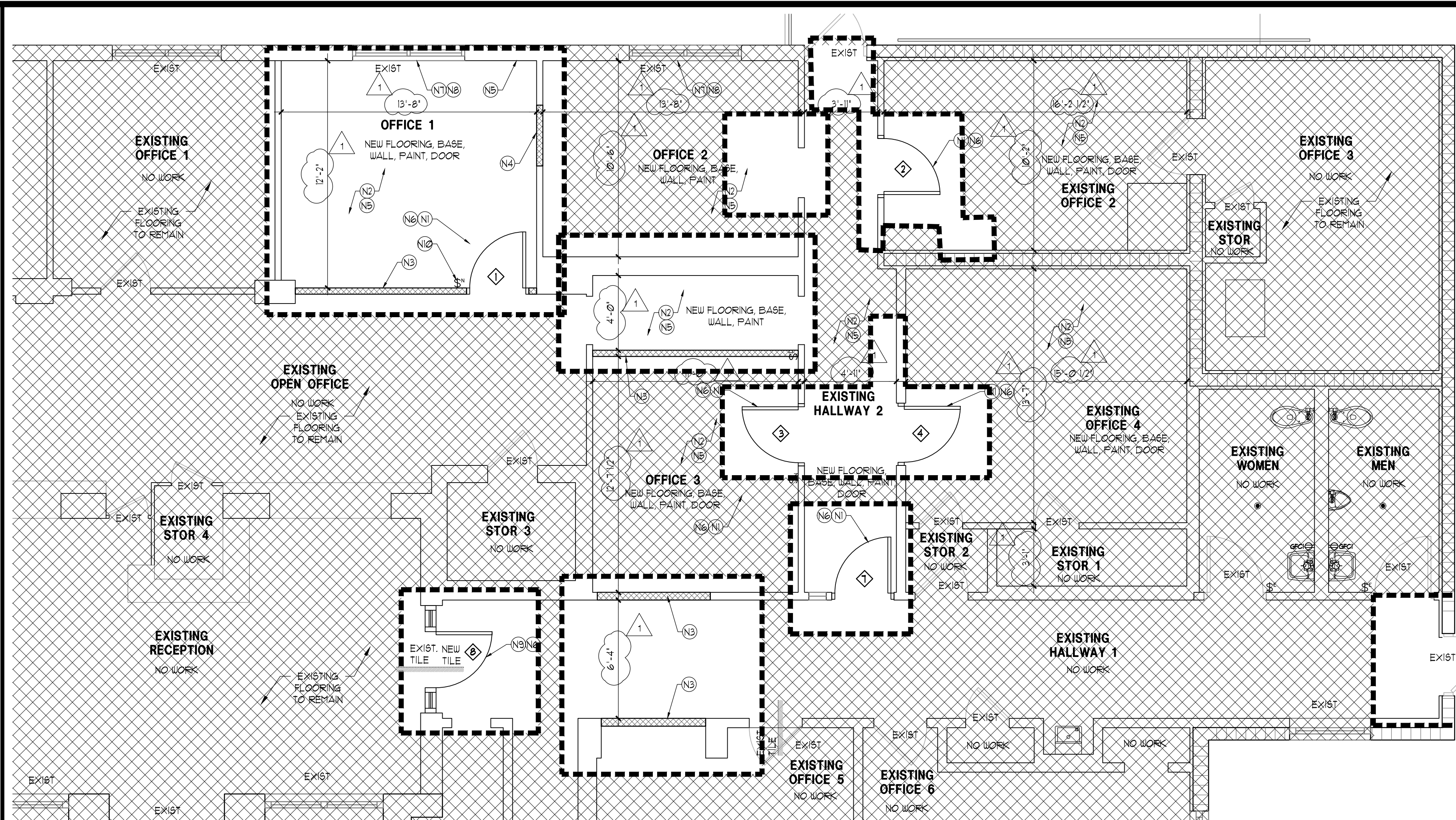
SHEET TITLE

DRAWN  
MR  
CHECKED  
JG  
DATE  
1-10-2022  
SCALE  
AS NOTED  
JOB NO.  
211117  
SHEET

A-101

SYMBOL	DESCRIPTION
	EXISTING TO BE REMOVED
	EXISTING TO REMAIN
	NEW INTERIOR WALL
	EXISTING DOOR TO BE REMOVED
	EXISTING DOOR
	NEW DOOR
	DOOR ID NO. SEE SHEET A-601
	RECEPTACLE OUTLET - EXISTING
	DEMO, EXISTING & NEW LIGHT SWITCH

NOTES:  
- FIELD VERIFY AREA OF WORK, DIMENSIONS, PRIOR TO COMMENCING THE WORK.  
- CONTRACTOR TO PROVIDE PROTECTION TO EXISTING WINDOWS, EQUIPMENT/FURNITURE, DOORS, FINISHES, ETC. AS NECESSARY.



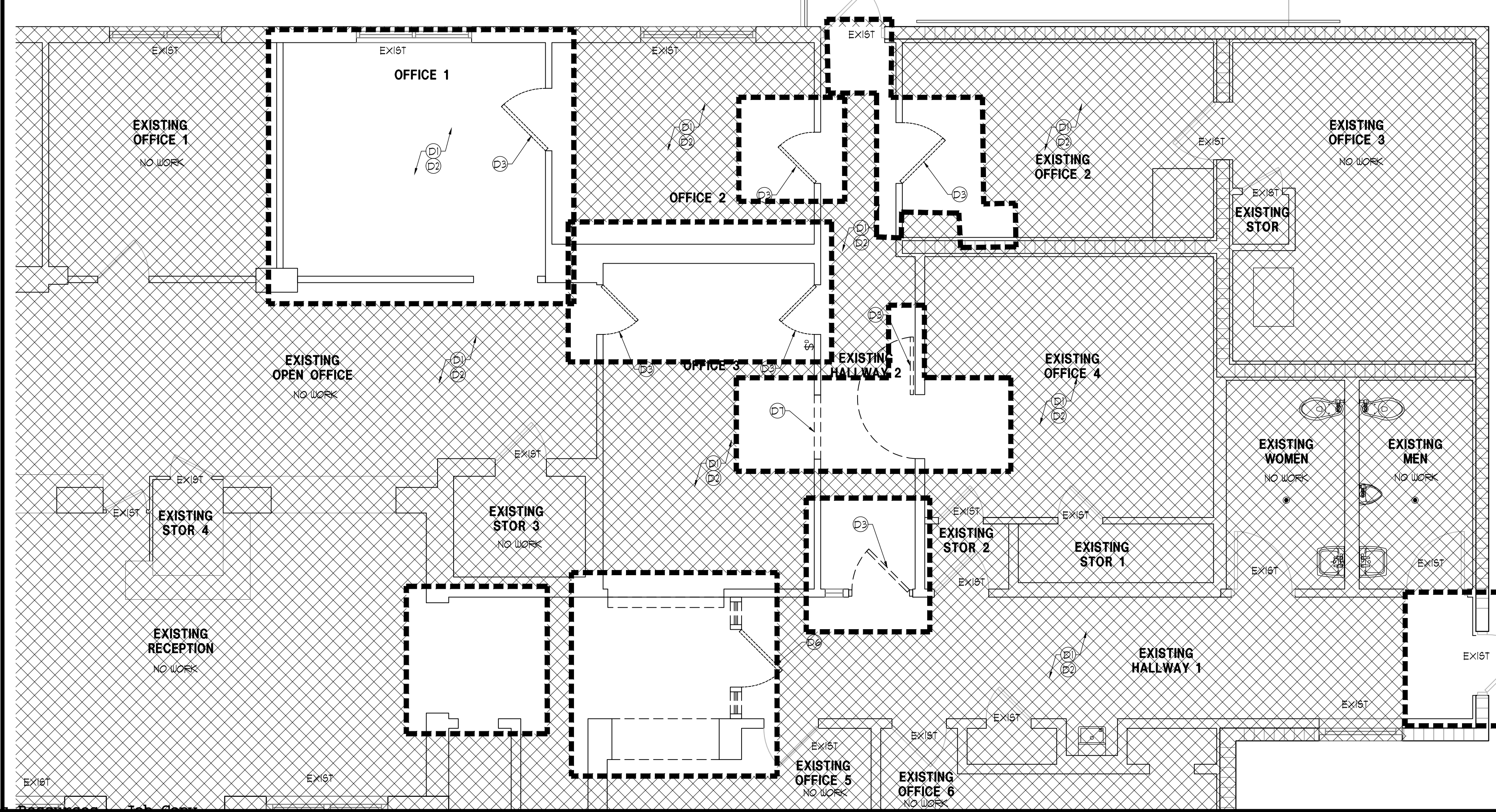
- (N) CONTRACTOR TO PROVIDE NEW DOOR AND DOOR FRAME, INCLUDING BUT NOT LIMITED TO THRESHOLD, KICK PLATES, HINGES, LEVER, LOCKSET, AND ASSOCIATED COMPONENTS. SEE DOOR SCHEDULE.
- (NO) CONTRACTOR TO REPAIR AND PREPARE SUB-FLOOR/SUB-BASE, PROVIDE REQUIRED LEVELING, WATERPROOFING AND SEALING COMPATIBLE TO PROPOSED NEW FINISHES. FOLLOW MANUFACTURERS' RECOMMENDATIONS. PROVIDE NEW FLOORING AND WALL BASE, COLOR AS SELECTED BY OWNER.
- (NB) CONTRACTOR TO PROVIDE NEW DRYWALL PARTITIONS, PAINT EXISTING AND NEW DRYWALL PARTITIONS THROUGHOUT SPACES, COLOR AS SELECTED BY OWNER.
- (N4) CONTRACTOR TO INFILL WALL OPENING WHERE DOOR WAS REMOVED WITH DRYWALL PARTITION TO MATCH EXISTING.
- (NB) CONTRACTOR TO CLEAN EXISTING WALLS AND PAINT, COLOR AS SELECTED BY OWNER.
- (N6) CONTRACTOR TO PAINT ALL NEW DOORS AND FRAMES, COLOR TO BE SELECTED BY OWNER.
- (N1) CONTRACTOR TO CLEAN EXISTING EXTERIOR WINDOWS AND FRAMES.
- (N8) CONTRACTOR TO PAINT EXISTING INTERIOR WINDOW FRAMES, COLOR TO BE SELECTED BY OWNER. CLEAN WINDOWS AT END OF PROJECT.
- (N8) CONTRACTOR TO PROVIDE NEW STOREFRONT DOOR AND DOOR FRAME, INCLUDING BUT NOT LIMITED TO THRESHOLD, KICK PLATES, HINGES, LEVER, LOCKSET, AND ASSOCIATED COMPONENTS. SEE DOOR SCHEDULE.
- (N6) CONNECT EXISTING LIGHTING FIXTURES TO NEW LIGHT SWITCH  
PROVIDE TRANSITION PIECES AT ALL FLOORING CHANGES

7 LEGEND

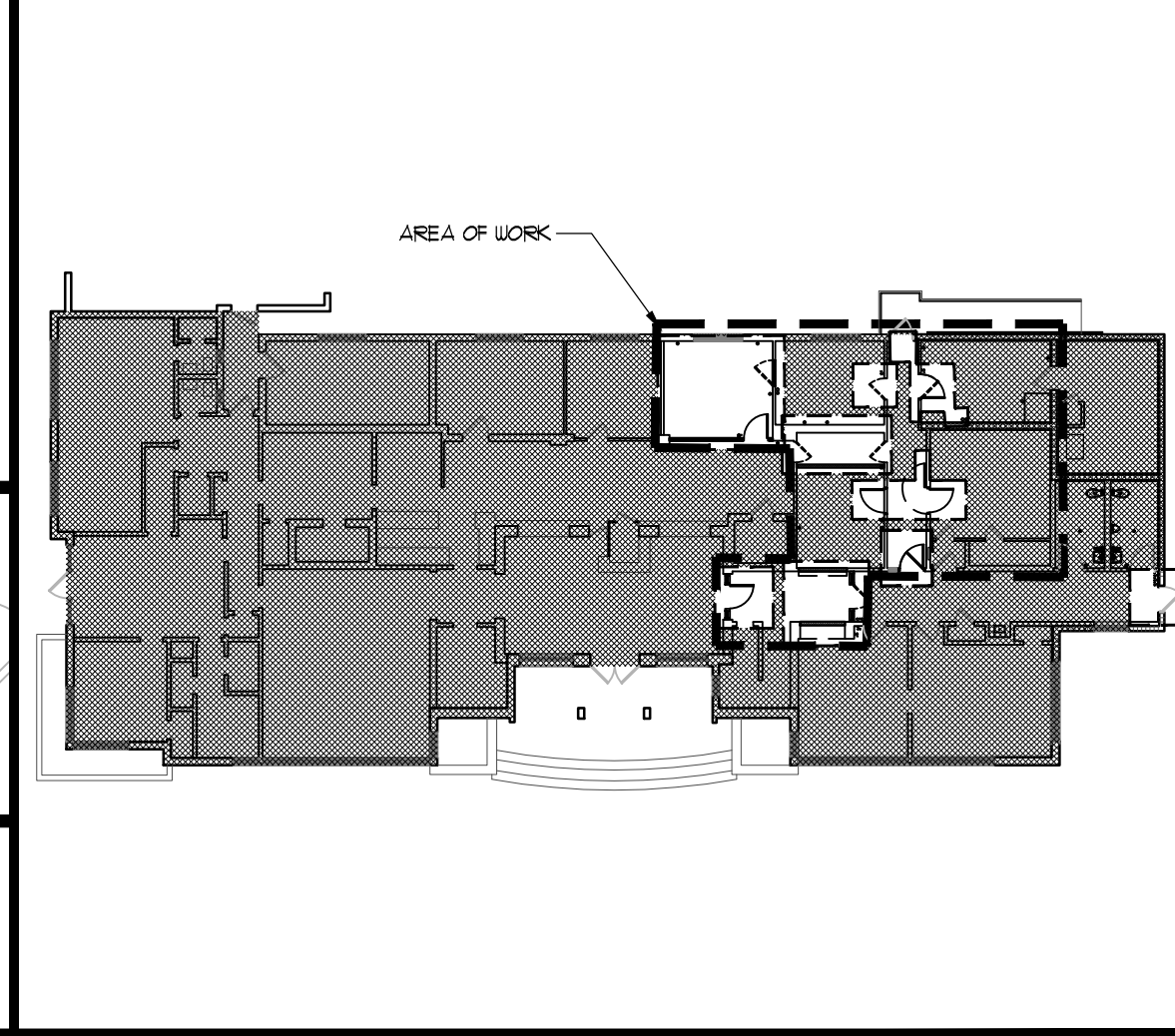
6 NEW FLOOR PLAN  
SCALE: 1/4" = 1'-0" NORTH

5 NEW PLANS KEY NOTES

- (D1) NOT USED
  - (D2) EXISTING BASEBOARD TO BE REMOVED, PREPARE REMAINING SUBSTRATE TO RECEIVE NEW BASE
  - (D3) REMOVE EXISTING DOOR, SIDELIGHT, FRAME, AND ASSOCIATED COMPONENTS COMPLETELY. PATCH, REPAIR, REFINISH, REMAINING SURFACES TO A MATCHING, FINISHED APPEARANCE.
  - (D4) EXISTING INTERIOR WALL TO REMAIN TYP.
  - (D6) EXISTING EXTERIOR WINDOW TO REMAIN TYP.
  - (D6) REMOVE EXISTING STOREFRONT DOOR, SIDELIGHT, FRAME, AND ASSOCIATED COMPONENTS COMPLETELY. PATCH, REPAIR, REFINISH, REMAINING SURFACES TO A MATCHING, FINISHED APPEARANCE.
  - (D7) REMOVE PORTION OF DRYWALL PARTITION AND ASSOCIATED COMPONENTS COMPLETELY. PATCH, REPAIR, REFINISH, REMAINING SURFACES TO A MATCHING, FINISHED APPEARANCE.
- TYPICAL ALL NOTES:  
PATCH, REPAIR, REFINISH, ALL REMAINING AND ADJACENT SURFACES TO A MATCHING LEVEL, ALIGNED, AND FINISHED APPEARANCE. PROVIDE REINFORCING TAPE AT NEW TO EXISTING JOINTS.



4 DEMOLITION PLANS KEY NOTES



1 KEY PLAN  
SCALE: 1/16" = 1'-0" NORTH

2 DEMOLITION FLOOR PLAN  
SCALE: 1/4" = 1'-0" NORTH

NO	DATE	REVISION
1	2-8-22	Building department comments

OFFICE REMODELING  
 VILLAGE HALL  
 MIAMI SHORES VILLAGE  
 10050 NE SECOND AVENUE  
 MIAMI SHORES, FLORIDA 33138

PROJECT NAME

ENLARGED  
 DEMOLITION  
 & NEW PLANS

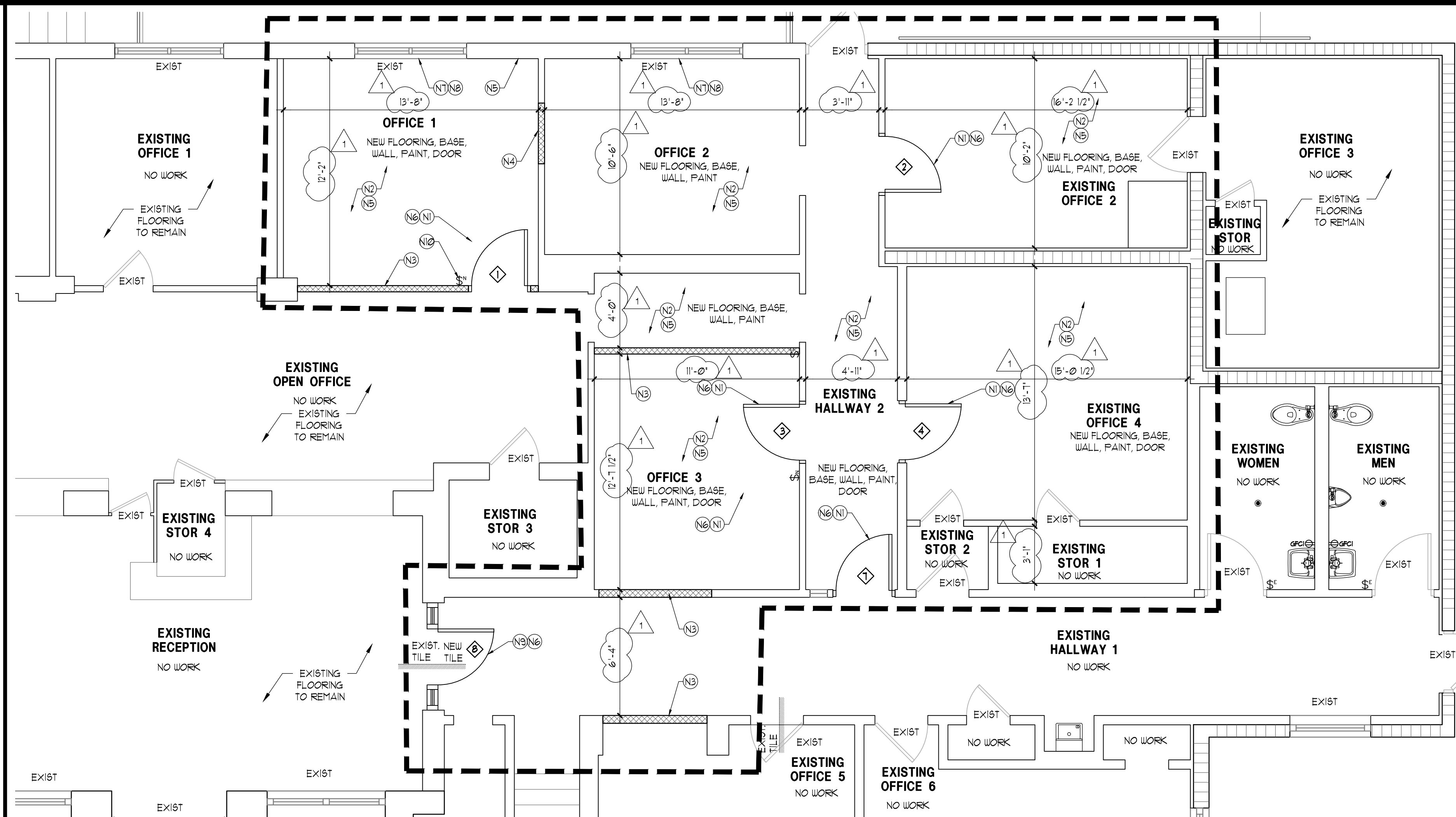
SHEET TITLE

DRAWN	MR
CHECKED	JG
DATE	1-10-2022
SCALE	AS NOTED
JOB. NO.	211117
SHEET	

A-101

SYMBOL	DESCRIPTION
	EXISTING TO BE REMOVED
	EXISTING TO REMAIN
	NEW INTERIOR WALL
	EXISTING DOOR TO BE REMOVED
	EXISTING DOOR
	NEW DOOR
	DOOR ID NO. SEE SHEET A-601
	RECEPTACLE OUTLET - EXISTING
	DEMO, EXISTING & NEW LIGHT SWITCH

NOTES:  
 - FIELD VERIFY AREA OF WORK, DIMENSIONS, PRIOR TO COMMENCING THE WORK.  
 - CONTRACTOR TO PROVIDE PROTECTION TO EXISTING WINDOWS, EQUIPMENT/FURNITURE, DOORS, FINISHES, ETC. AS NECESSARY.



- (N) CONTRACTOR TO PROVIDE NEW DOOR AND DOOR FRAME, INCLUDING BUT NOT LIMITED TO THRESHOLD, KICK PLATES, HINGES, LEVER, LOCKSET, AND ASSOCIATED COMPONENTS. SEE DOOR SCHEDULE.
- (NO) CONTRACTOR TO REPAIR AND PREPARE SUB-FLOOR/SUB-BASE, PROVIDE REQUIRED LEVELING, WATERPROOFING AND SEALING COMPATIBLE TO PROPOSED NEW FINISHES. FOLLOW MANUFACTURERS' RECOMMENDATIONS. PROVIDE NEW FLOORING AND WALL BASE, COLOR AS SELECTED BY OWNER.
- (NB) CONTRACTOR TO PROVIDE NEW DRYWALL PARTITIONS THROUGHOUT SPACES, COLOR AS SELECTED BY OWNER.
- (N4) CONTRACTOR TO INFILL WALL OPENING WHERE DOOR WAS REMOVED WITH DRYWALL PARTITION TO MATCH EXISTING.
- (NB) CONTRACTOR TO CLEAN EXISTING WALLS AND PAINT, COLOR AS SELECTED BY OWNER.
- (N6) CONTRACTOR TO PAINT ALL NEW DOORS AND FRAMES, COLOR TO BE SELECTED BY OWNER.
- (N1) CONTRACTOR TO CLEAN EXISTING EXTERIOR WINDOWS AND FRAMES.
- (N2) CONTRACTOR TO PAINT EXISTING INTERIOR WINDOW FRAMES, COLOR TO BE SELECTED BY OWNER. CLEAN WINDOWS AT END OF PROJECT.
- (N8) CONTRACTOR TO PROVIDE NEW STOREFRONT DOOR AND DOOR FRAME, INCLUDING BUT NOT LIMITED TO THRESHOLD, KICK PLATES, HINGES, LEVER, LOCKSET, AND ASSOCIATED COMPONENTS. SEE DOOR SCHEDULE.
- (N9) CONNECT EXISTING LIGHTING FIXTURES TO NEW LIGHT SWITCH PROVIDE TRANSITION PIECES AT ALL FLOORING CHANGES

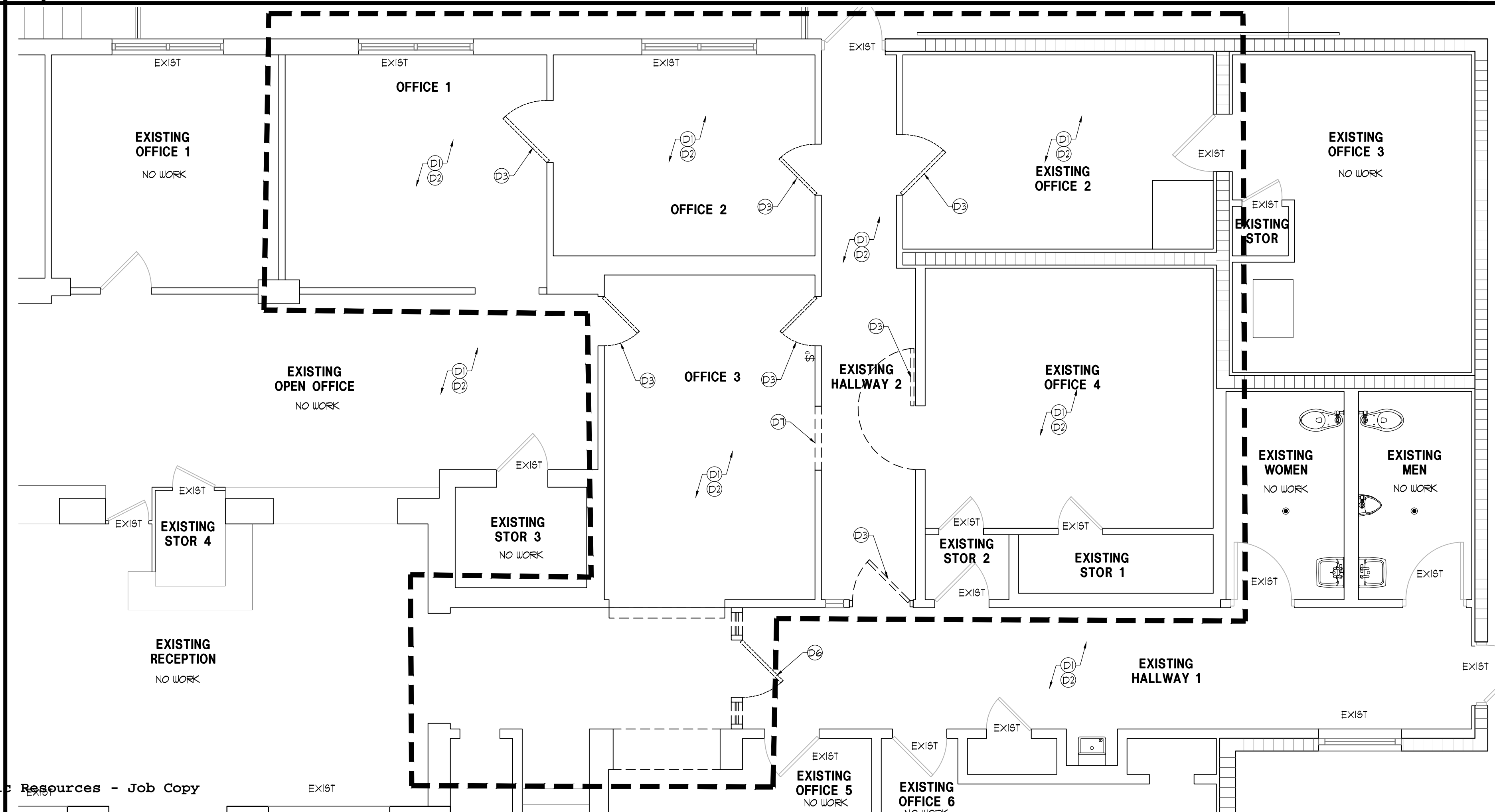
7 LEGEND

6 NEW FLOOR PLAN

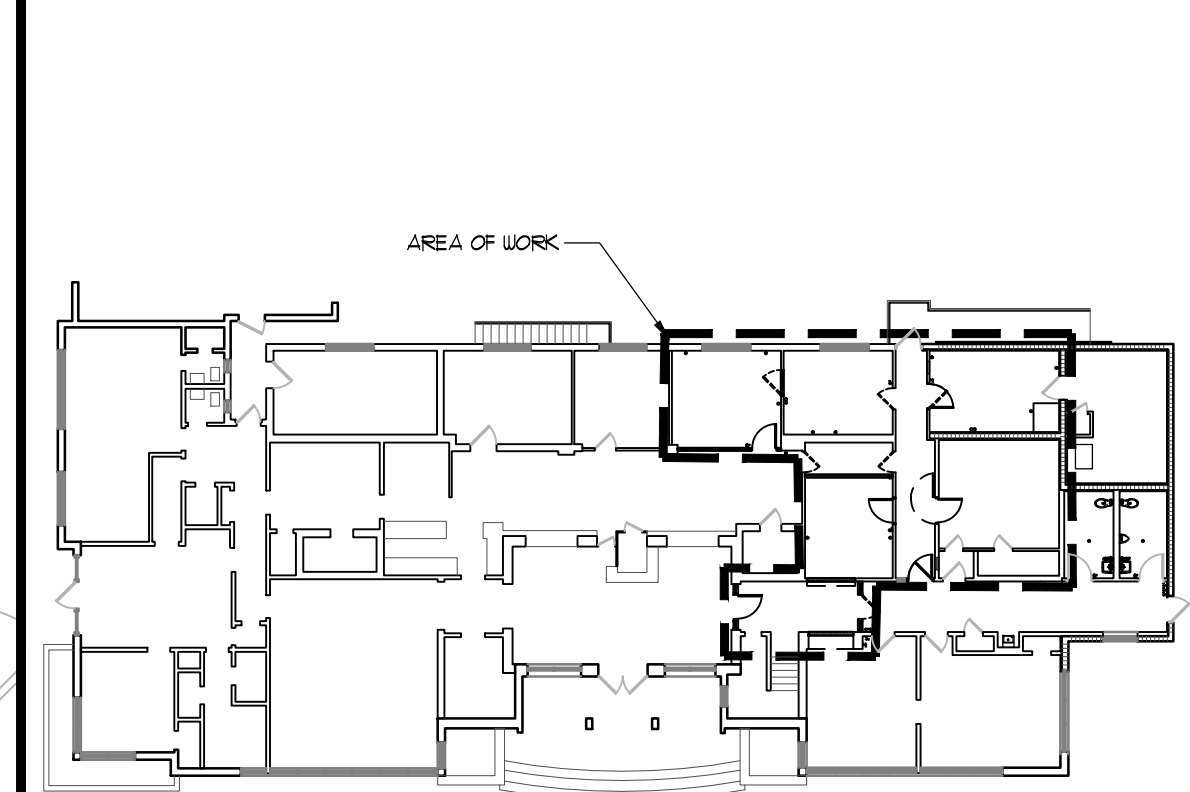
NORTH

5 NEW PLANS KEY NOTES

- (D1) NOT USED
  - (D2) EXISTING BASEBOARD TO BE REMOVED, PREPARE REMAINING SUBSTRATE TO RECEIVE NEW BASE
  - (D3) REMOVE EXISTING DOOR, SIDELIGHT, FRAME, AND ASSOCIATED COMPONENTS COMPLETELY. PATCH, REPAIR, REFINISH, REMAINING SURFACES TO A MATCHING, FINISHED APPEARANCE.
  - (D4) EXISTING INTERIOR WALL TO REMAIN TYP.
  - (D5) EXISTING EXTERIOR WINDOW TO REMAIN TYP.
  - (D6) REMOVE EXISTING STOREFRONT DOOR, SIDELIGHT, FRAME, AND ASSOCIATED COMPONENTS COMPLETELY. PATCH, REPAIR, REFINISH, REMAINING SURFACES TO A MATCHING, FINISHED APPEARANCE.
  - (D7) REMOVE PORTION OF DRYWALL PARTITION AND ASSOCIATED COMPONENTS COMPLETELY. PATCH, REPAIR, REFINISH, REMAINING SURFACES TO A MATCHING, FINISHED APPEARANCE.
- TYPICAL ALL NOTES:  
 PATCH, REPAIR, REFINISH, ALL REMAINING AND ADJACENT SURFACES TO A MATCHING LEVEL, ALIGNED, AND FINISHED APPEARANCE. PROVIDE REINFORCING TAPE AT NEW TO EXISTING JOINTS.



4 DEMOLITION PLANS KEY NOTES



3 NOTED

2 DEMOLITION FLOOR PLAN

NORTH

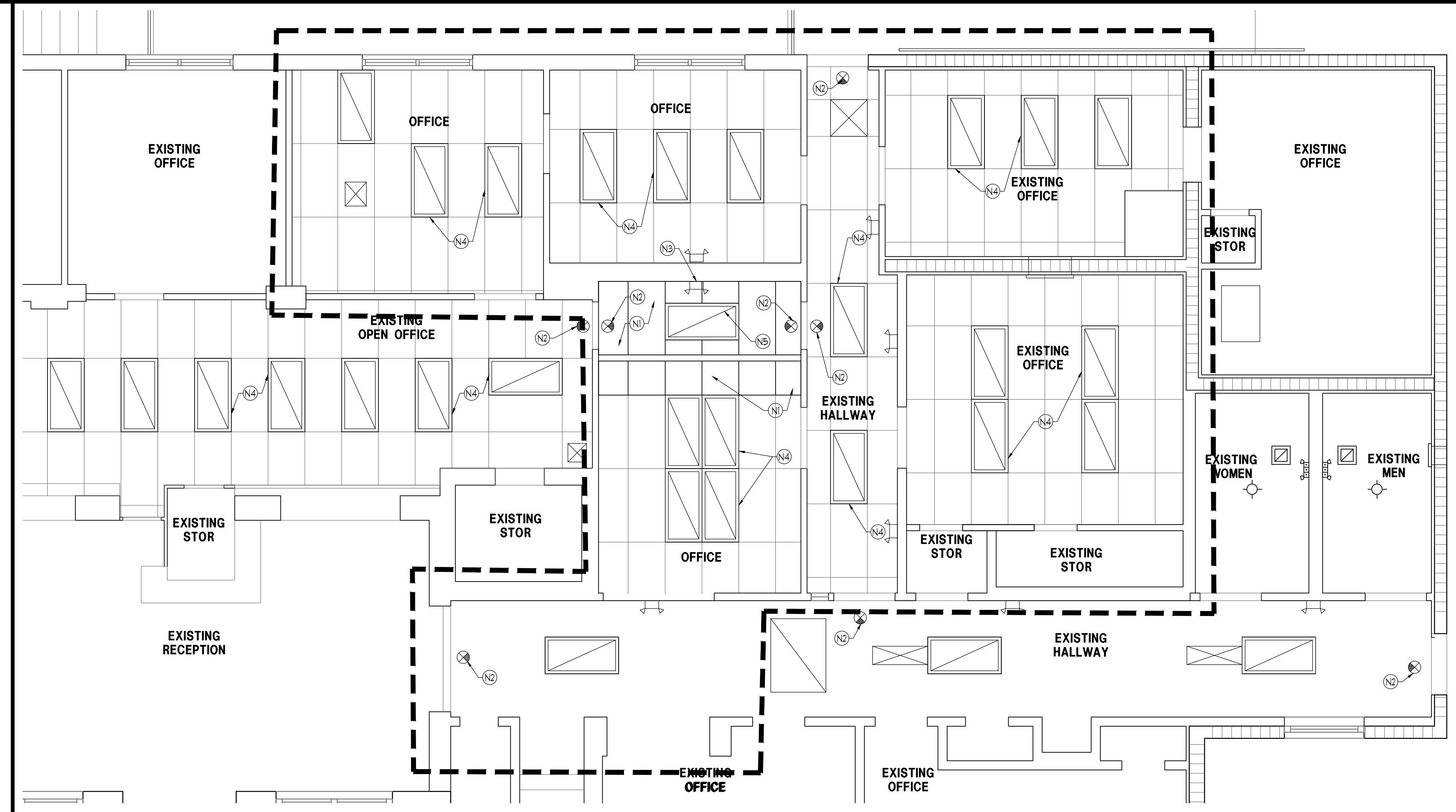
1 KEY PLAN

NORTH



LEGEND	
SYMBOL	DESCRIPTION
	EXISTING 2'x4' LIGHTING FIXTURE TO REMAIN
	EXISTING SUPPLY GRILLE
	EXISTING CEILING GRID
	EXISTING CEILING GRID TO BE REMOVED
	NEW CEILING GRID
	EMERGENCY BATTERY WALL PACK LIGHT
	NEW CLG. MTD. EXIT SIGN FIXTURE

NOTES:  
 - FIELD VERIFY AREA OF WORK, DIMENSIONS, PRIOR TO COMMENCING THE WORK.  
 - CONTRACTOR TO PROVIDE PROTECTION TO EXISTING STOREFRONT WINDOWS, EQUIPMENT/ FURNITURE, DOORS, FINISHES, ETC. AS NECESSARY.



**5 NEW PLAN KEY NOTES**

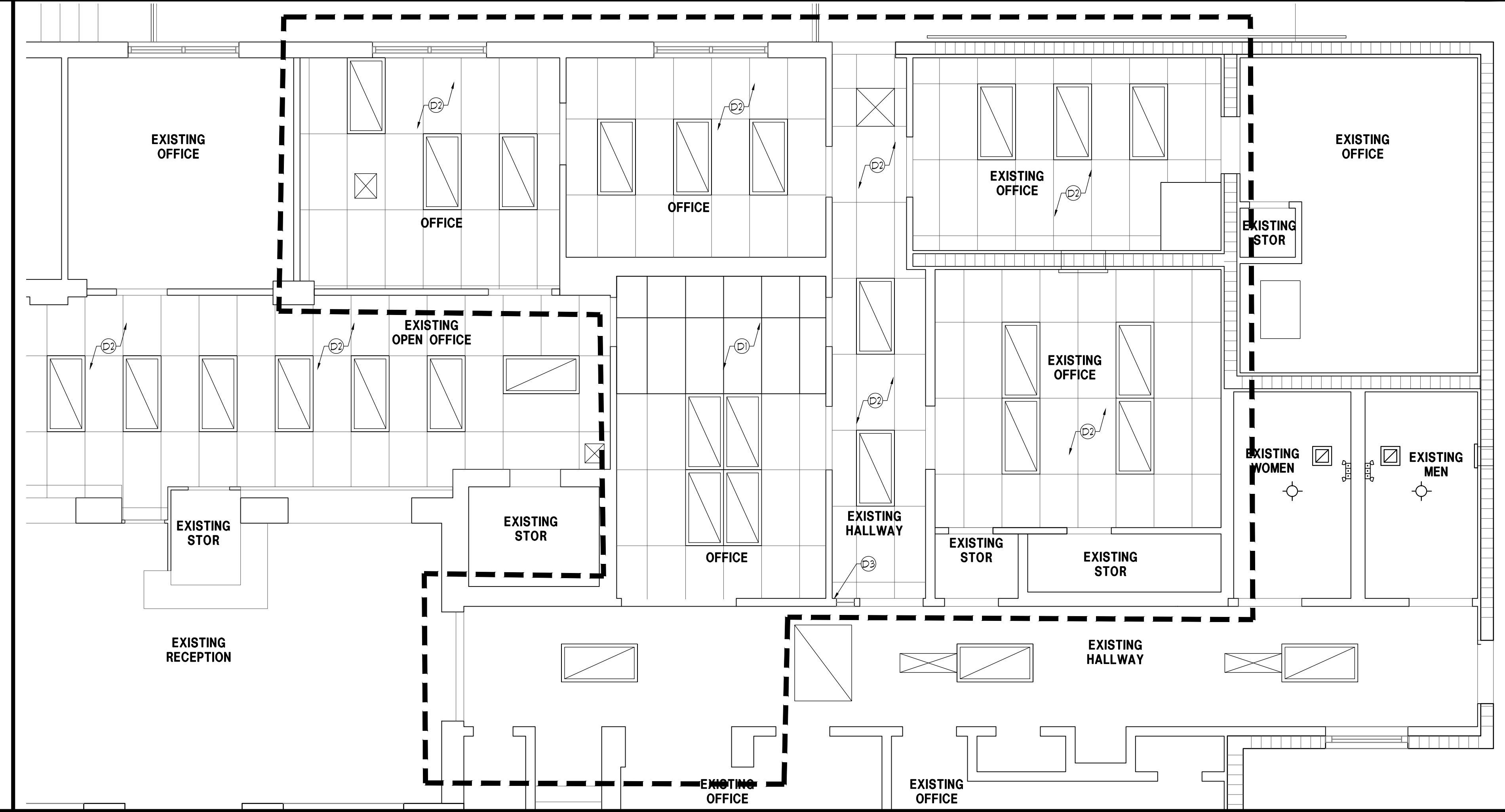
- N1 PROVIDE 4" INSTALL NEW TEE-GRID AND 2'x4' CEILING TILES. REPAIR EXISTING ADJACENT CEILING GRID SYSTEM AS REQUIRED MATCHING EXISTING.
- N2 PROVIDE NEW CEILING MOUNTED EXIT SIGN. CONNECT TO NEAREST LIGHTING CIRCUIT, AHEAD OF SWITCH WITH 10 YEAR BATTERY BACKUP.
- N3 PROVIDE NEW EMERGENCY LIGHT. CONNECT TO NEAREST LIGHTING CIRCUIT, AHEAD OF SWITCH WITH 10 YEAR BATTERY BACKUP.
- N4 EXISTING LIGHTING FIXTURE TO REMAIN, TYP.
- N5 NEW 2'x4' LIGHTING FIXTURE, MATCH EXISTING LENS, TYPE.

**7 LEGEND**

**6 NEW CEILING PLAN**  
 SCALE: 1/4" = 1'-0" NORTH

**5 NEW PLAN KEY NOTES**

**3 NOT USED**



**4 DEMOLITION PLAN KEY NOTES**

- D1 REMOVE AND REPLACE EXISTING ACOUSTICAL CEILING TILE AND GRID, TYP.
- D2 EXISTING CEILING GRID TO REMAIN, TYP.
- D3 REMOVE EXISTING CABLES & SUPPORTS BACK TO SOURCE. CONTRACTOR TO FIELD VERIFY EXACT LOCATION.

**1 KEY PLAN**  
 SCALE: 1/16" = 1'-0" NORTH

JORGE A GUTIERREZ ARCHITECT LLC  
 14400 NW 77th Ct.  
 Suite 104, Miami Lakes,  
 Florida 33016  
 Telephone: 786-657-2352  
 Cell 954-804-3517  
 WWW.JAGAIA.COM

LICENSE NO.  
 AR 14571

Jorge A. Gutierrez  
 Digitally signed by Jorge A. Gutierrez  
 Date: 2022.02.08 14:13:56 -05'00'

January 10, 2022  
 SEAL

NO	DATE	REVISION

OFFICE REMODELING  
 VILLAGE HALL  
 MIAMI SHORES VILLAGE  
 10050 NE SECOND AVENUE  
 MIAMI SHORES, FLORIDA 33138

PROJECT NAME

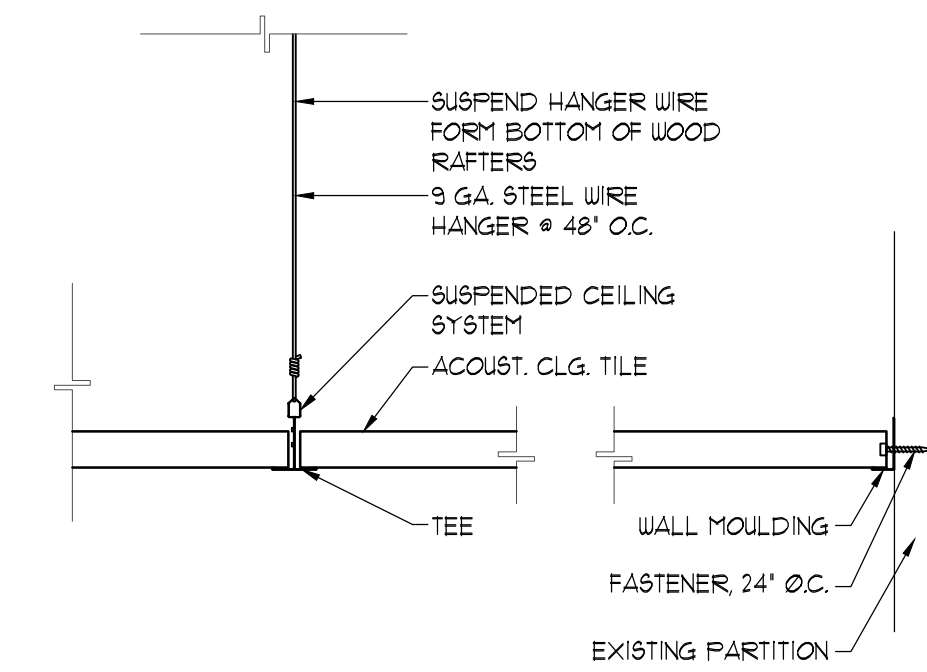
ENLARGED DEMOLITION & NEW CEILING PLANS

SHEET TITLE

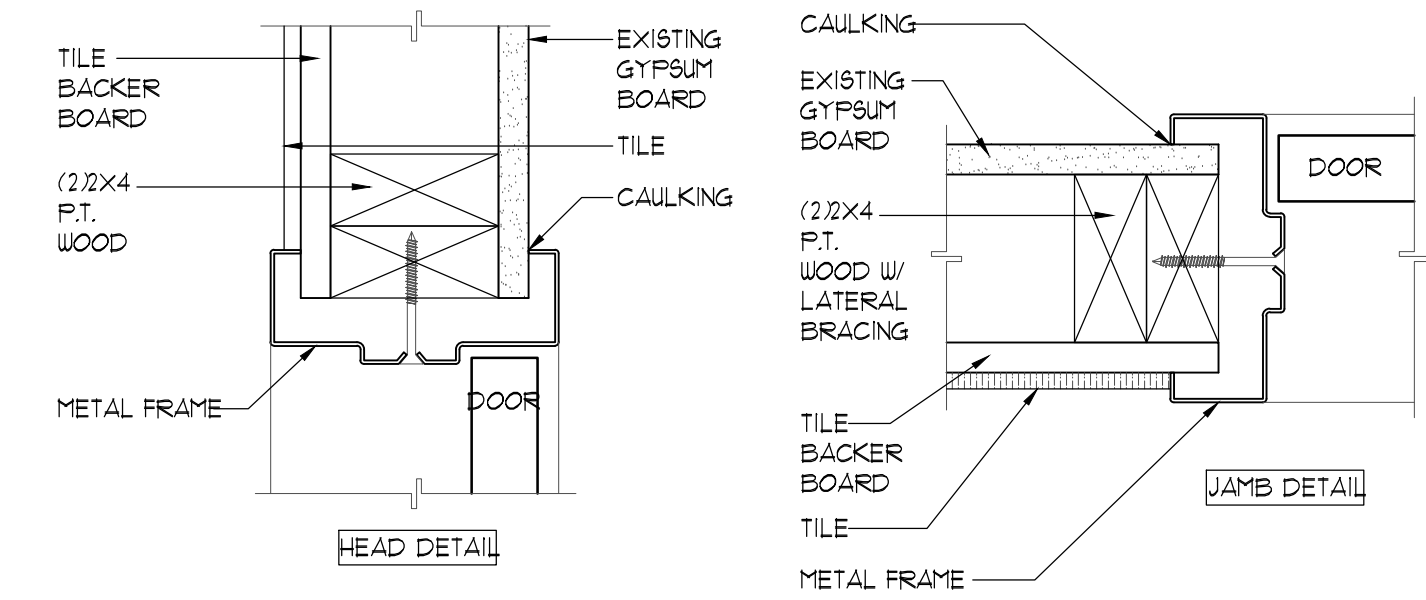
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 CHECKED JG  
 DATE 1-10-2022  
 SCALE AS NOTED  
 JOB NO. 211117  
 SHEET

A-102

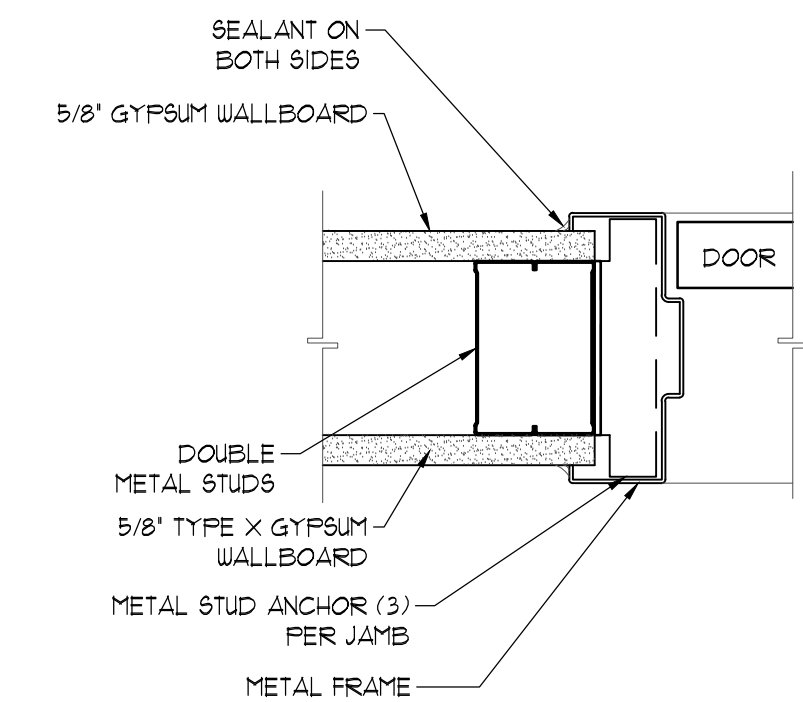
NO	DATE	REVISION
1		
2	3-25-22	The department comments



7 CEILING GRID HANGING DETAIL  
 SCALE: 3" = 1'-0"



3 DOOR HEAD AND JAMB DETAILS  
 SCALE: 3" = 1'-0"



2 DOOR HEAD AND JAMB DETAILS  
 SCALE: 3" = 1'-0"

HARDWARE SET 1: INTERIOR SINGLE DOOR-OFFICE

3 EACH HINGES	F19 4-1/2 X 4-1/2	U526D
1 EACH LOCKSET	ND98FD RHO X EVEREST D	626
1 EACH WALL STOP	1270CVFY	U526D
3 EACH SILENCERS		U526D

HARDWARE SET 2: NOT USED

HARDWARE SET 3: INTERIOR SINGLE DOOR-HALLWAYS

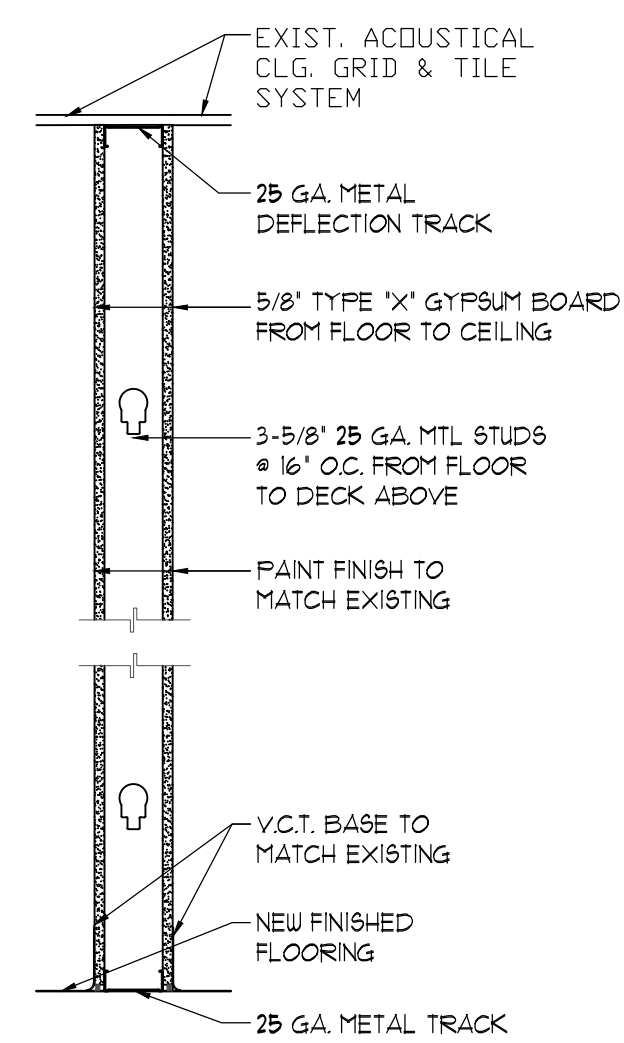
3 EACH HINGES	F19 4-1/2 X 4-1/2	U526D
1 EACH LOCKSET	ND98FD RHO X EVEREST D	626
1 EACH WALL STOP	1270CVFY	U526D
1 EACH CLOSER	4041 EDA X TEMS	ALUM

PROVIDE PROVISIONS FOR ELECTRIC STRIKE / CARD READER

PROVIDE WALL REINFORCING AT WALL STOPS

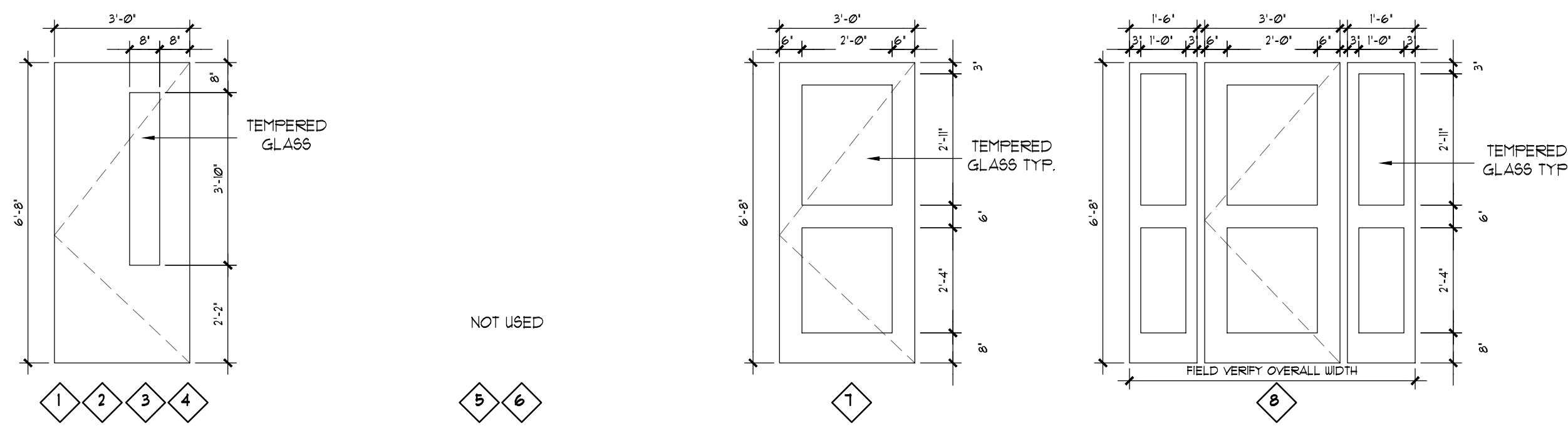
6 HARDWARE SCHEDULE  
 SCALE: NTS

DOOR SCHEDULE													
MARK	ROOM NAME	DOOR									HURE GROUP	REMARKS	
		WIDTH	HEIGHT	THICKNESS	MATERIAL	TYPE	CORE	FINISH	FRAME	FIRE RATING			THRESHOLD
1	NEW OFFICE	3'-0"	6'-8"	1-3/4"	WOOD	W/VISION	SOLID	PAINT	METAL	N/A		1	1" UNDERCUT - 1/4" TEMPERED GLASS VISION PANEL
2	EXISTING OFFICE	3'-0"	6'-8"	1-3/4"	WOOD	W/VISION	SOLID	PAINT	METAL	N/A		1	1" UNDERCUT - 1/4" TEMPERED GLASS VISION PANEL
3	NEW OFFICE	3'-0"	6'-8"	1-3/4"	WOOD	W/VISION	SOLID	PAINT	METAL	N/A		1	1" UNDERCUT - 1/4" TEMPERED GLASS VISION PANEL
4	EXISTING OFFICE	3'-0"	6'-8"	1-3/4"	WOOD	W/VISION	SOLID	PAINT	METAL	N/A		1	1" UNDERCUT - 1/4" TEMPERED GLASS VISION PANEL
5	NOT USED	3'-0"	6'-8"	1-3/4"	WOOD	FLUSH	SOLID	PAINT	METAL	N/A		2	
6	NOT USED	3'-0"	6'-8"	1-3/4"	WOOD	FLUSH	SOLID	PAINT	METAL	N/A		2	
7	EXISTING HALLWAY	3'-0"	6'-8"	1-3/4"	WOOD	FULL GLASS	SOLID	PAINT	METAL	N/A		3	1" UNDERCUT - 1/4" TEMPERED FULL GLASS
8	EXISTING HALLWAY	3'-0"	6'-8"	1-3/4"	WOOD	FULL GLASS	SOLID	PAINT	METAL	N/A		3	1" UNDERCUT - 1/4" TEMPERED FULL GLASS + SIDE PANELS



1 NEW PARTITION / INFILL SIMILAR  
 SCALE: 3" = 1'-0"

8 NOT USED  
 SCALE: 3" = 1'-0"



5 DOOR ELEVATIONS



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Jorge A. Gutierrez  
 Digitally signed by  
 Jorge A. Gutierrez  
 Date: 2022.02.08  
 14:14:48 -05'00'

January 10, 2022  
 SEAL

NO DATE REVISION

OFFICE REMODELING  
 VILLAGE HALL  
 MIAMI SHORES VILLAGE  
 10050 NE SECOND AVENUE  
 MIAMI SHORES, FLORIDA 33138

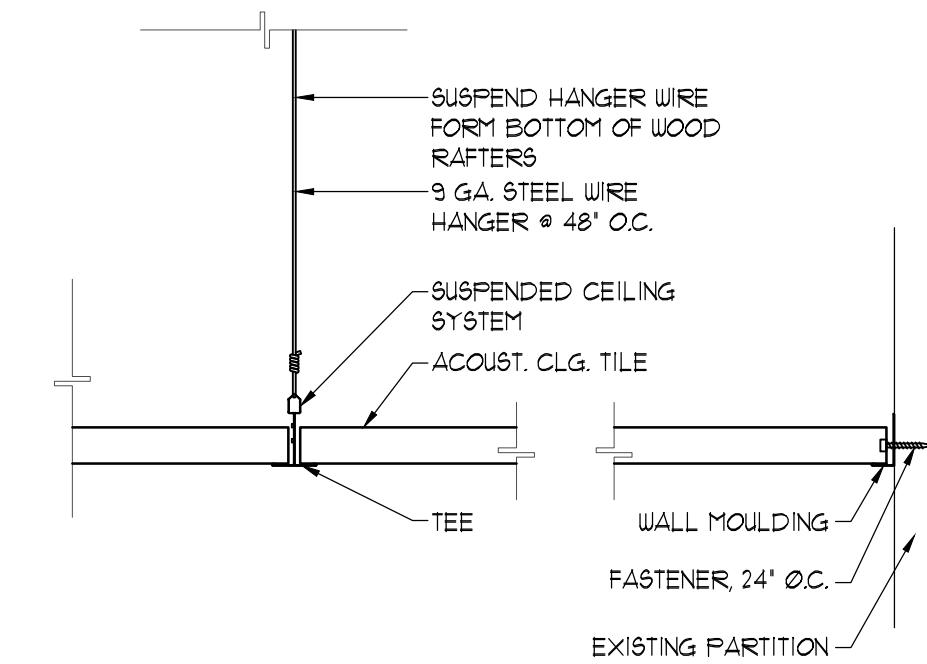
PROJECT NAME

WALL TYPES,  
 DOOR SCHEDULE  
 & DETAILS

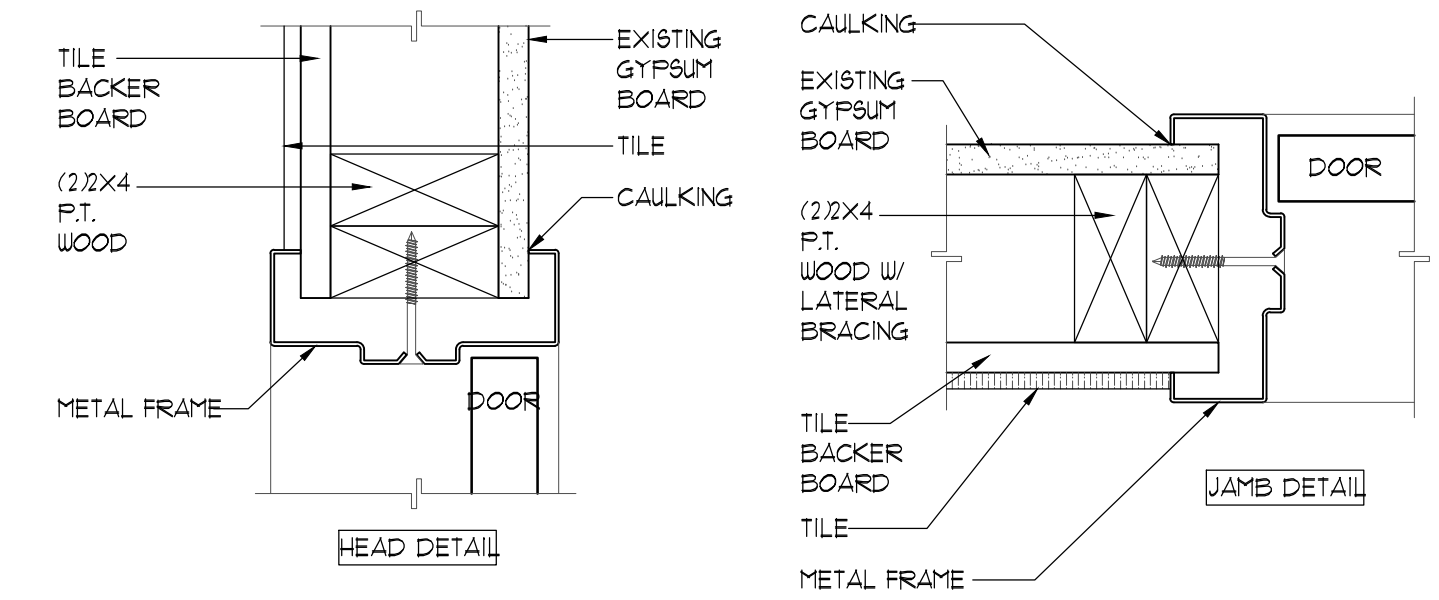
SHEET TITLE

DRAWN  
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 CHECKED  
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 SCALE  
 AS NOTED  
 JOB NO.  
 211117  
 SHEET

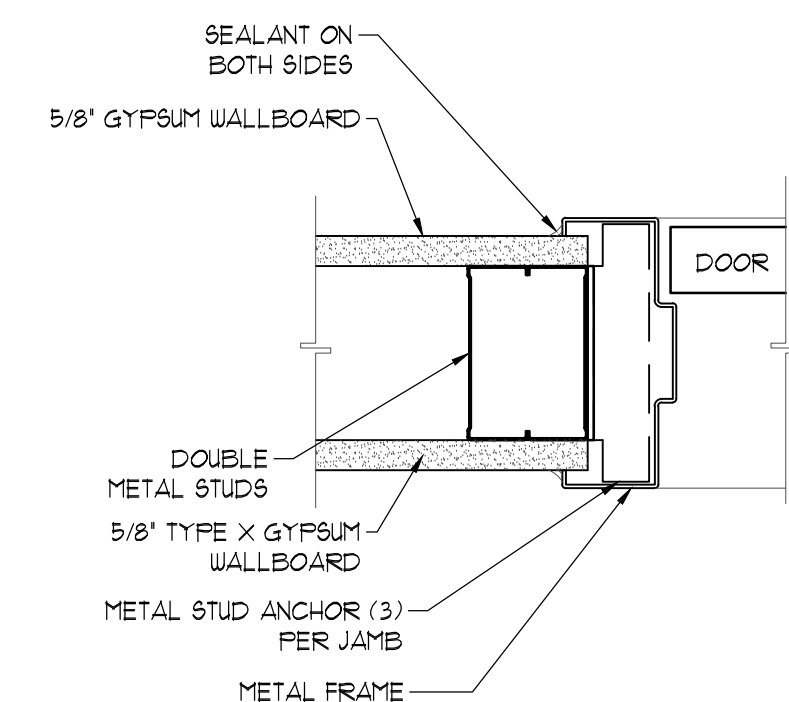
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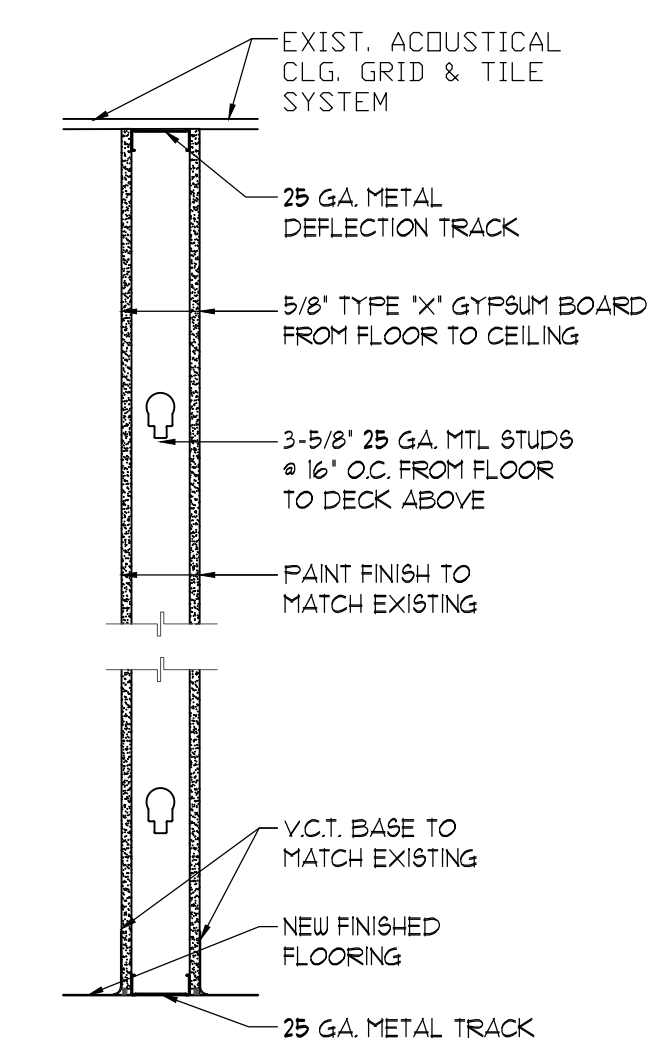
7 CEILING GRID HANGING DETAIL  
 SCALE: 3" = 1'-0"



3 DOOR HEAD AND JAMB DETAILS  
 SCALE: 3" = 1'-0"

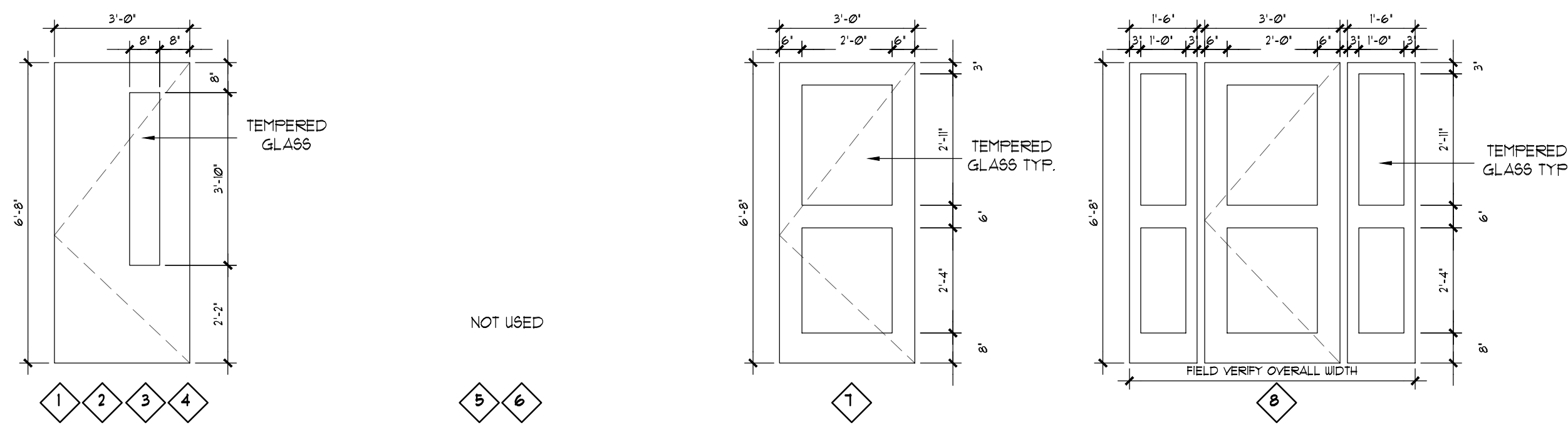


2 DOOR HEAD AND JAMB DETAILS  
 SCALE: 3" = 1'-0"



1 NEW PARTITION / INFILL SIMILAR  
 SCALE: 3" = 1'-0"

8 NOT USED  
 SCALE: 3" = 1'-0"



5 DOOR ELEVATIONS

HARDWARE SET 1: INTERIOR SINGLE DOOR-OFFICE

3 EACH HINGES	F19 4-1/2 X 4-1/2	U526D
1 EACH LOCKSET	ND98FD RHO X EVEREST D	626
1 EACH WALL STOP	1270CVPY	U526D
3 EACH SILENCERS		

HARDWARE SET 2: NOT USED

HARDWARE SET 3: INTERIOR SINGLE DOOR-HALLWAYS

3 EACH HINGES	F19 4-1/2 X 4-1/2	U526D
1 EACH LOCKSET	ND98FD RHO X EVEREST D	626
1 EACH WALL STOP	1270CVPY	U526D
1 EACH CLOSER	4041 EDA X TBM6	ALUM

PROVIDE PROVISIONS FOR ELECTRIC STRIKE / CARD READER

PROVIDE WALL REINFORCING AT WALL STOPS

6 HARDWARE SCHEDULE  
 SCALE: NTS

DOOR SCHEDULE													
MARK	ROOM NAME	DOOR									HWRE GROUP	REMARKS	
		WIDTH	HEIGHT	THICKNESS	MATERIAL	TYPE	CORE	FINISH	FRAME	FIRE RATING			THRESHOLD
1	NEW OFFICE	3'-0"	6'-8"	1-3/4"	WOOD	W/VISION	SOLID	PAINT	METAL	20 MIN.		1	1" UNDERCUT - 1/4" TEMPERED GLASS VISION PANEL
2	EXISTING OFFICE	3'-0"	6'-8"	1-3/4"	WOOD	W/VISION	SOLID	PAINT	METAL	20 MIN.		1	1" UNDERCUT - 1/4" TEMPERED GLASS VISION PANEL
3	NEW OFFICE	3'-0"	6'-8"	1-3/4"	WOOD	W/VISION	SOLID	PAINT	METAL	20 MIN.		1	1" UNDERCUT - 1/4" TEMPERED GLASS VISION PANEL
4	EXISTING OFFICE	3'-0"	6'-8"	1-3/4"	WOOD	W/VISION	SOLID	PAINT	METAL	20 MIN.		1	1" UNDERCUT - 1/4" TEMPERED GLASS VISION PANEL
5	NOT USED	3'-0"	6'-8"	1-3/4"	WOOD	FLUSH	SOLID	PAINT	METAL	20 MIN.		2	
6	NOT USED	3'-0"	6'-8"	1-3/4"	WOOD	FLUSH	SOLID	PAINT	METAL	20 MIN.		2	
7	EXISTING HALLWAY	3'-0"	6'-8"	1-3/4"	WOOD	FULL GLASS	SOLID	PAINT	METAL	20 MIN.		3	1" UNDERCUT - 1/4" TEMPERED FULL GLASS
8	EXISTING HALLWAY	3'-0"	6'-8"	1-3/4"	WOOD	FULL GLASS	SOLID	PAINT	METAL	20 MIN.		3	1" UNDERCUT - 1/4" TEMPERED FULL GLASS + SIDE PANELS

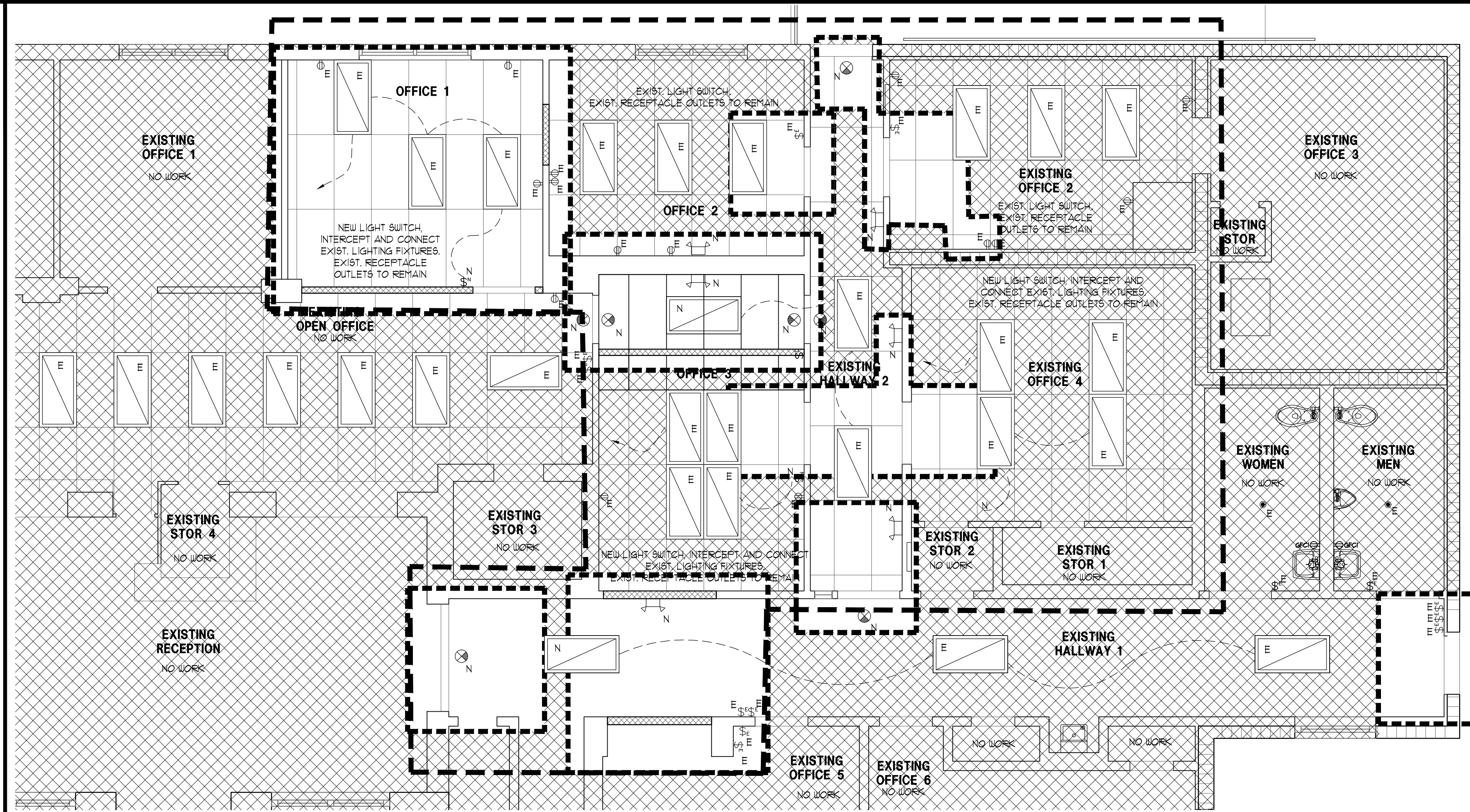
NO	DATE	REVISION

OFFICE REMODELING  
 VILLAGE HALL  
 MIAMI SHORES VILLAGE  
 10050 NE SECOND AVENUE  
 MIAMI SHORES, FLORIDA 33138

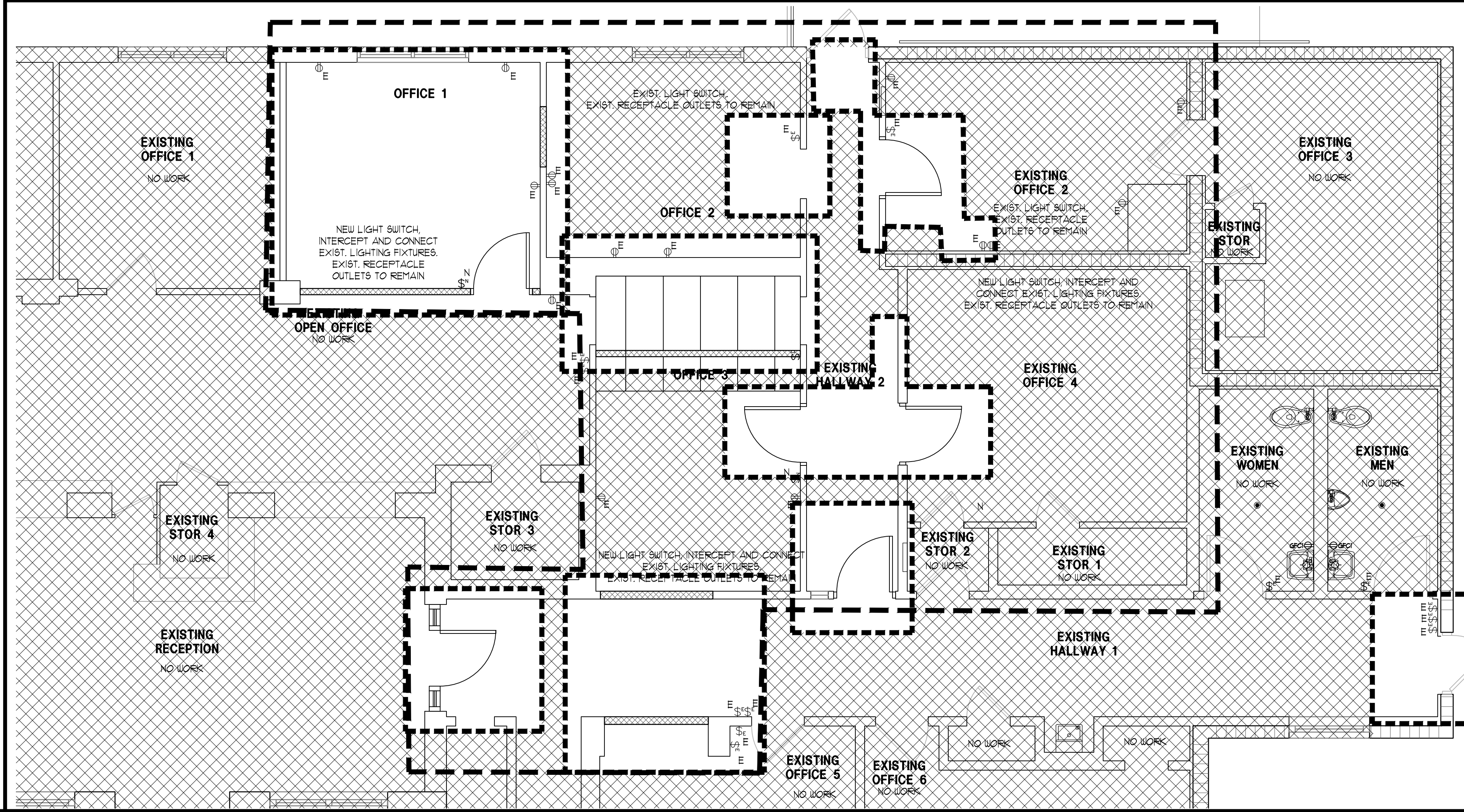
PROJECT NAME  
 ELECTRICAL PLAN  
 SHEET TITLE

DRAWN  
 MR  
 CHECKED  
 JG  
 DATE  
 1-10-2022  
 SCALE  
 AS NOTED  
 JOB. NO.  
 211117  
 SHEET


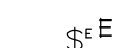
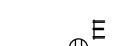


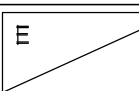
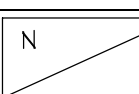
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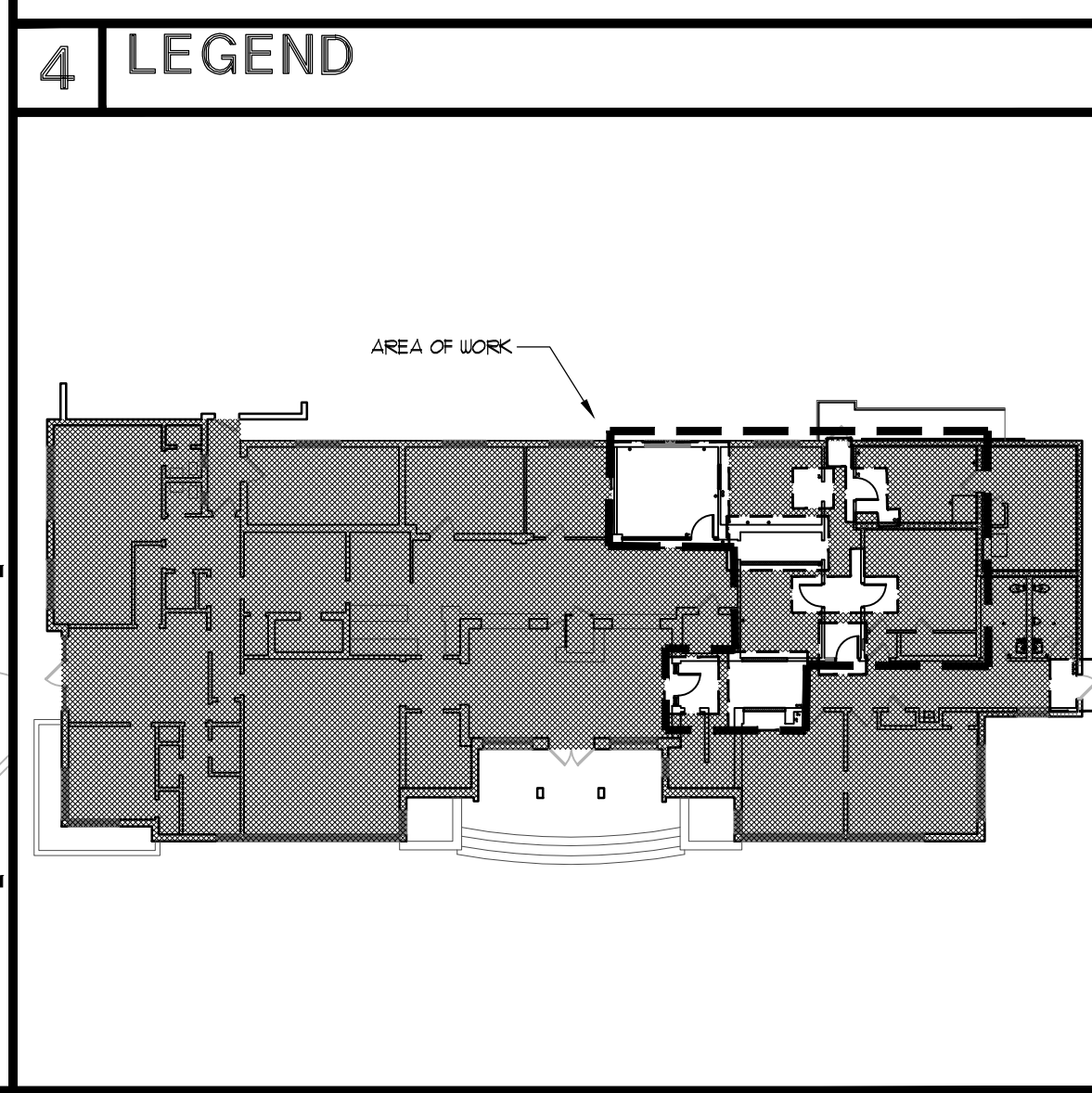


5 EXISTING LIGHTING PLAN  
 SCALE: 1/4" = 1'-0" NORTH

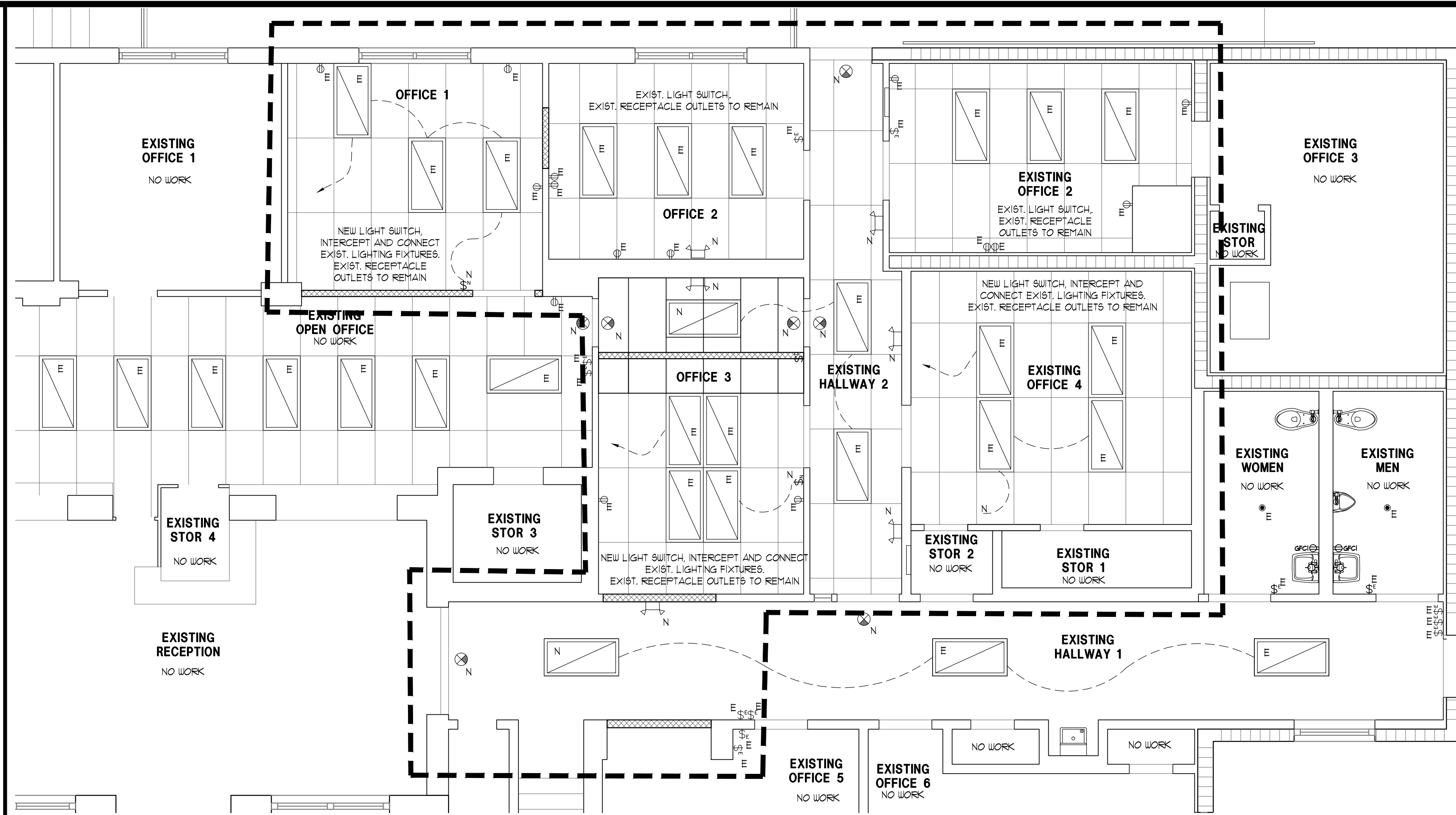


2 EXISTING ELECTRICAL FLOOR PLAN  
 SCALE: 1/4" = 1'-0" NORTH

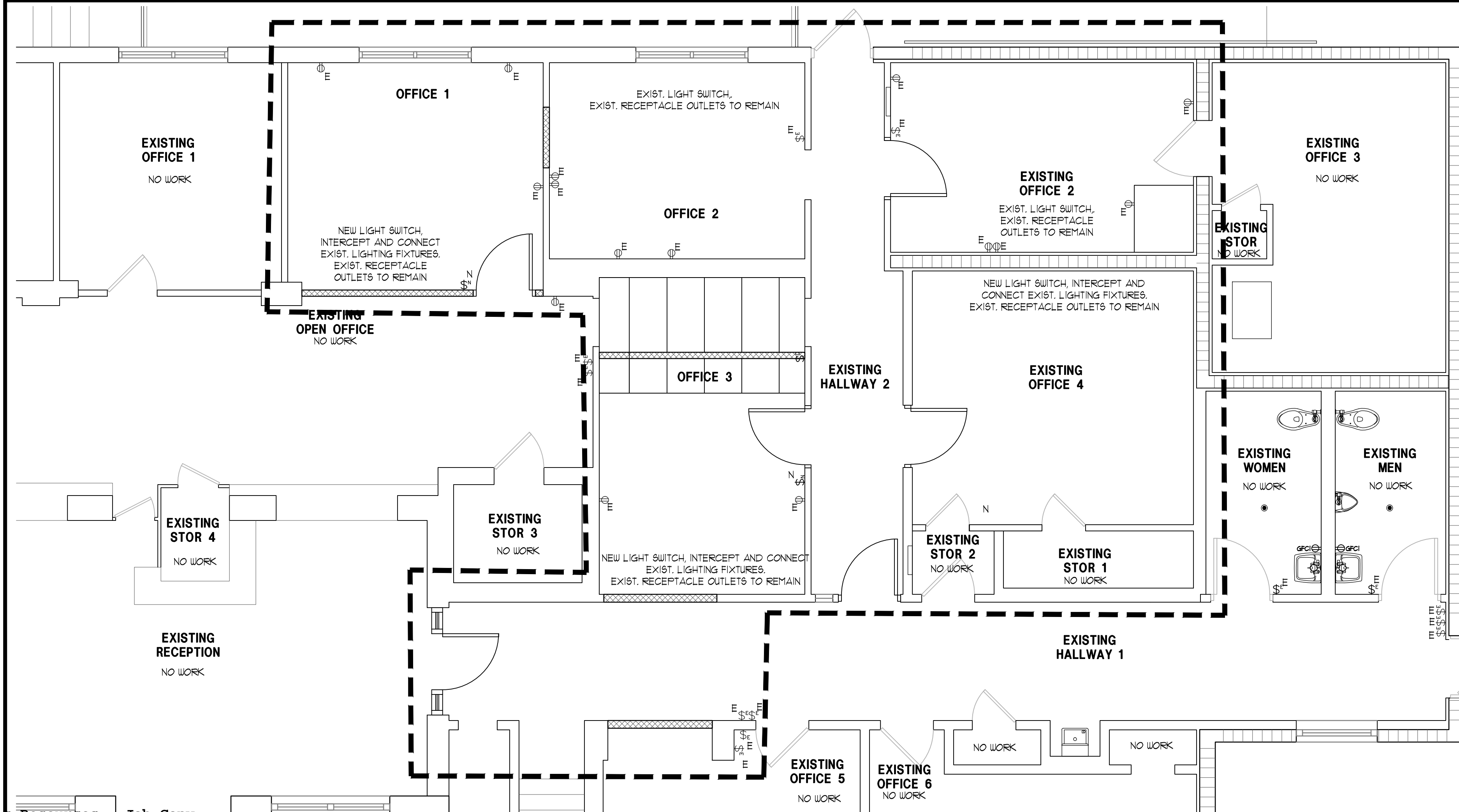
- 4 LEGEND
-  NEW LIGHTING SWITCH
  -  EXISTING LIGHTING SWITCH
  -  EXISTING DUPLEX RECEPTACLE OUTLET
  -  NEW EXIT SIGN WITH BATTERY BACKUP. CONNECT TO NEAREST LIGHTING CIRCUIT, AHEAD OF SWITCHES
  -  NEW EMERGENCY LIGHTING FIXTURE WITH BATTERY BACKUP. CONNECT TO NEAREST LIGHTING CIRCUIT, AHEAD OF SWITCHES
  -  EXISTING 2x4 FLUORESCENT LIGHTING FIXTURES TO REMAIN
  -  NEW 2x4 LED LIGHTING FIXTURES. CONNECT TO ADJACENT LIGHTING CIRCUIT



1 KEY PLAN  
 SCALE: 1/16" = 1'-0" NORTH



**5 EXISTING LIGHTING PLAN**  
SCALE: 1/4" = 1'-0"

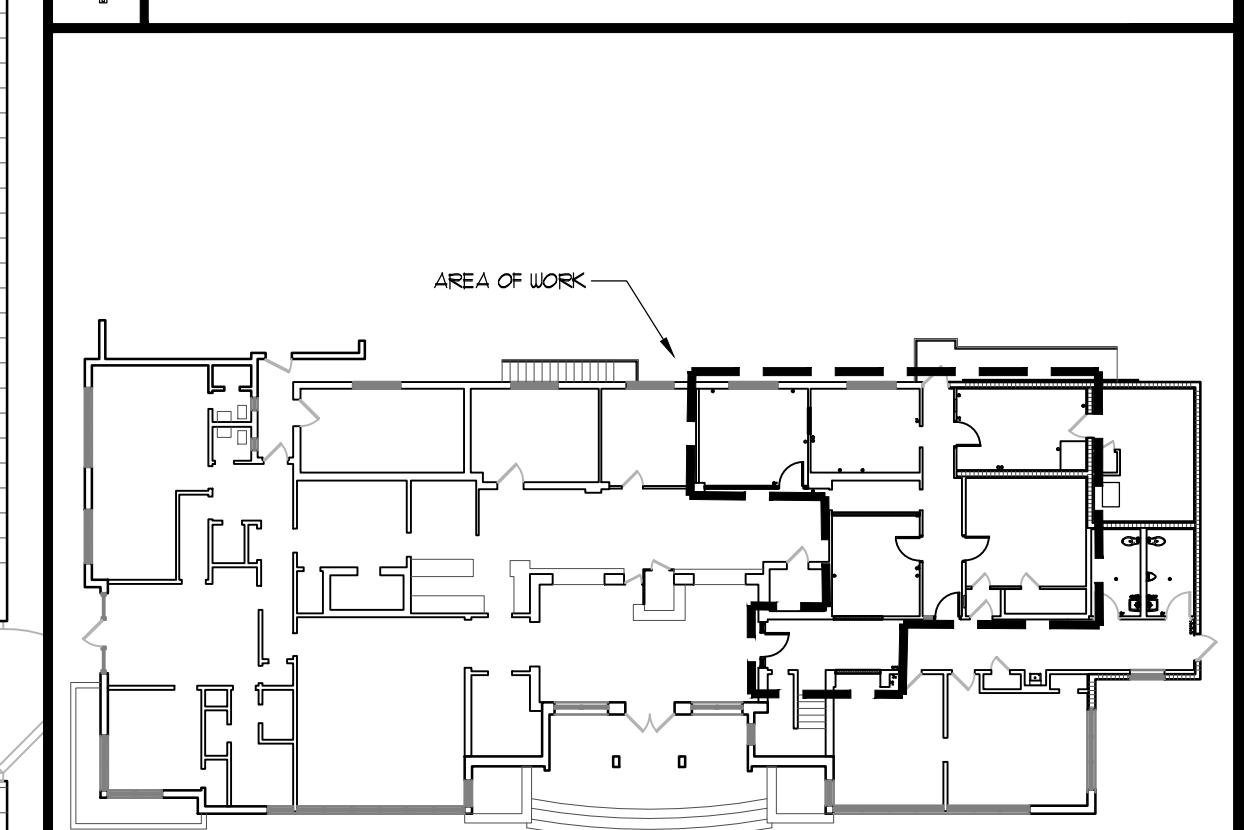


**2 EXISTING ELECTRICAL FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



- 4 LEGEND**
- NEW LIGHTING SWITCH
  - EXISTING LIGHTING SWITCH
  - EXISTING DUPLEX RECEPTACLE OUTLET
  - NEW EXIT SIGN WITH BATTERY BACKUP. CONNECT TO NEAREST LIGHTING CIRCUIT, AHEAD OF SWITCHES
  - NEW EMERGENCY LIGHTING FIXTURE WITH BATTERY BACKUP. CONNECT TO NEAREST LIGHTING CIRCUIT, AHEAD OF SWITCHES
  - EXISTING 2X4 FLUORESCENT LIGHTING FIXTURES TO REMAIN
  - NEW 2X4 LED LIGHTING FIXTURES. CONNECT TO ADJACENT LIGHTING CIRCUIT

**4 LEGEND**



**1 KEY PLAN**  
SCALE: 1/16" = 1'-0"



JORGE A. GUTIERREZ ARCHITECT LLC  
14400 NW 77th Ct.  
Suite 104, Miami Lakes, Florida 33016  
Telephone: 786-657-2352  
Cell 954-804-3517  
WWW.JAGAIA.COM

LICENSE NO. AR 14571

Jorge A. Gutierrez  
Digitally signed by Jorge A. Gutierrez  
Date: 2022.02.08 14:15:53 -0500

January 10, 2022  
SEAL

NO.	DATE	REVISION

**OFFICE REMODELING**  
**VILLAGE HALL**  
MIAMI SHORES VILLAGE  
10050 NE SECOND AVENUE  
MIAMI SHORES, FLORIDA 33138

PROJECT NAME

**ELECTRICAL PLAN**

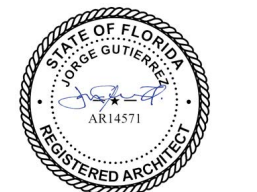
SHEET TITLE

DRAWN	MR
CHECKED	JG
DATE	1-10-2022
SCALE	AS NOTED
JOB. NO.	211117
SHEET	

**E-101**

JORGE A GUTIERREZ  
ARCHITECT LLC  
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Suite 104, Miami Lakes,  
Florida 33016  
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LICENSE NO.  
AR 14571



Jorge Gutierrez  
2022.001.20085

March 29, 2022  
SEAL

NO	DATE	REVISION
1		
2	3-29-22	The department comments

EXISTING BUSINESS OCCUPANCY  
1-STORY CBS BUILDING  
6,925 SF = 69 OCCUPANTS  
ORDINARY HAZARD  
DEAD END = 50 FT  
COMMON PATH = 75 FT  
INTERIOR WALL AND CEILING FINISHES = CLASS A  
OR B  
FIRE ALARM SYSTEM NOT REQUIRED PER 101-39.3.4.1  
CORRIDORS = NO REQUIREMENTS PER 101-39.3.6

CONTRACTOR TO PROVIDE COMPLIANCE WITH  
REQUIREMENTS OF NFPA 101-4.6.10 CONSTRUCTION,  
REPAIR, AND IMPROVEMENT OPERATIONS AND OF  
NFPA 241, CURRENT EDITION STANDARD FOR  
SAFEGUARDING CONSTRUCTION, ALTERATION, AND  
DEMOLITION OPERATIONS.  
CONTRACTOR TO PROVIDE JOB SITE FIRE SAFETY  
PROGRAM IN COMPLIANCE WITH NFPA 241, INCLUDING  
HOT WORK OPERATIONS.  
CONTRACTOR TO PROVIDE COMPLIANCE WITH NFPA  
241 INCLUDING CHAPTERS 1, 3, 4, 8, 9 AND 11 FOR  
CONSTRUCTION, ALTERATIONS OR DEMOLITION,  
INCLUDING UNDERGROUND LOCATIONS.  
NO ROOFING WORK.

CATEGORY OF REHABILITATION WORK:  
MODIFICATION

SCOPE OF WORK = 600 SF:

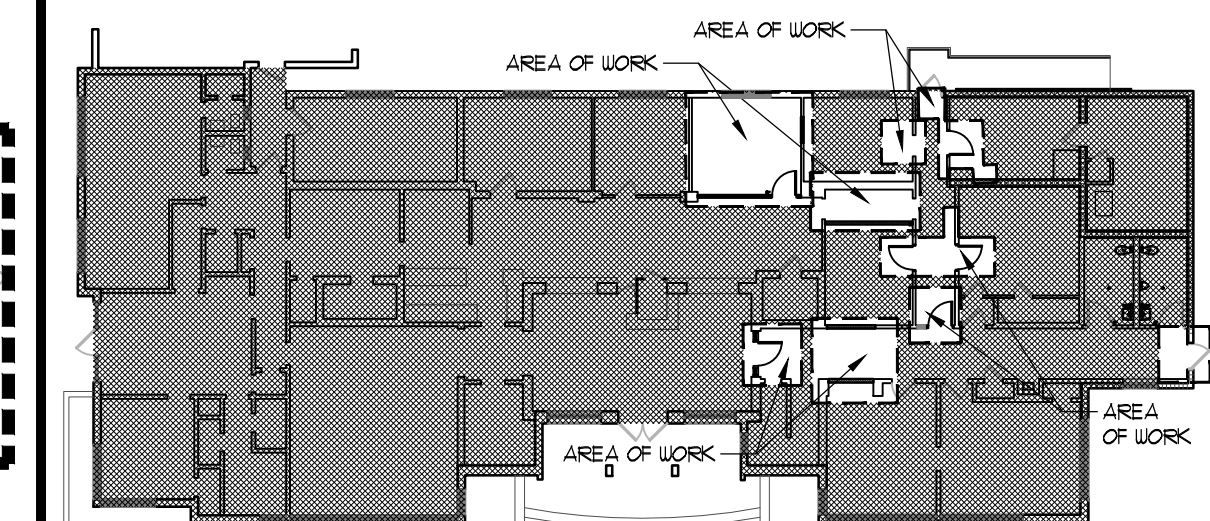
RECONFIGURATION OF OFFICE #1 AND OFFICE #3  
ADDITION, RELOCATION OF INTERIOR DOORS & WINDOWS  
RELOCATION, ADDITION OF LIGHTING FIXTURES, LIGHTING  
SWITCHES, EMERGENCY EGRESS LIGHTING FIXTURES AND  
EXIT SIGNS.

**5 NOTES**

MDFR NOTE: STORAGE ROOMS FOR OFFICE SUPPLY ONLY, FIRE  
INSPECTOR WILL FIELD VERIFY.  
MDFR NOTE: APPROVED SCOPE OF WORK ONLY, EXISTING  
PORTIONS OF THE BUILDING SHALL COMPLY WITH THE  
PROVISIONS OF EXISTING OCCUPANCIES, AS SET FORTH IN THE  
FPFC (FLORIDA FIRE PREVENTION CODE). FIRE INSPECTOR WILL  
FIELD VERIFY.

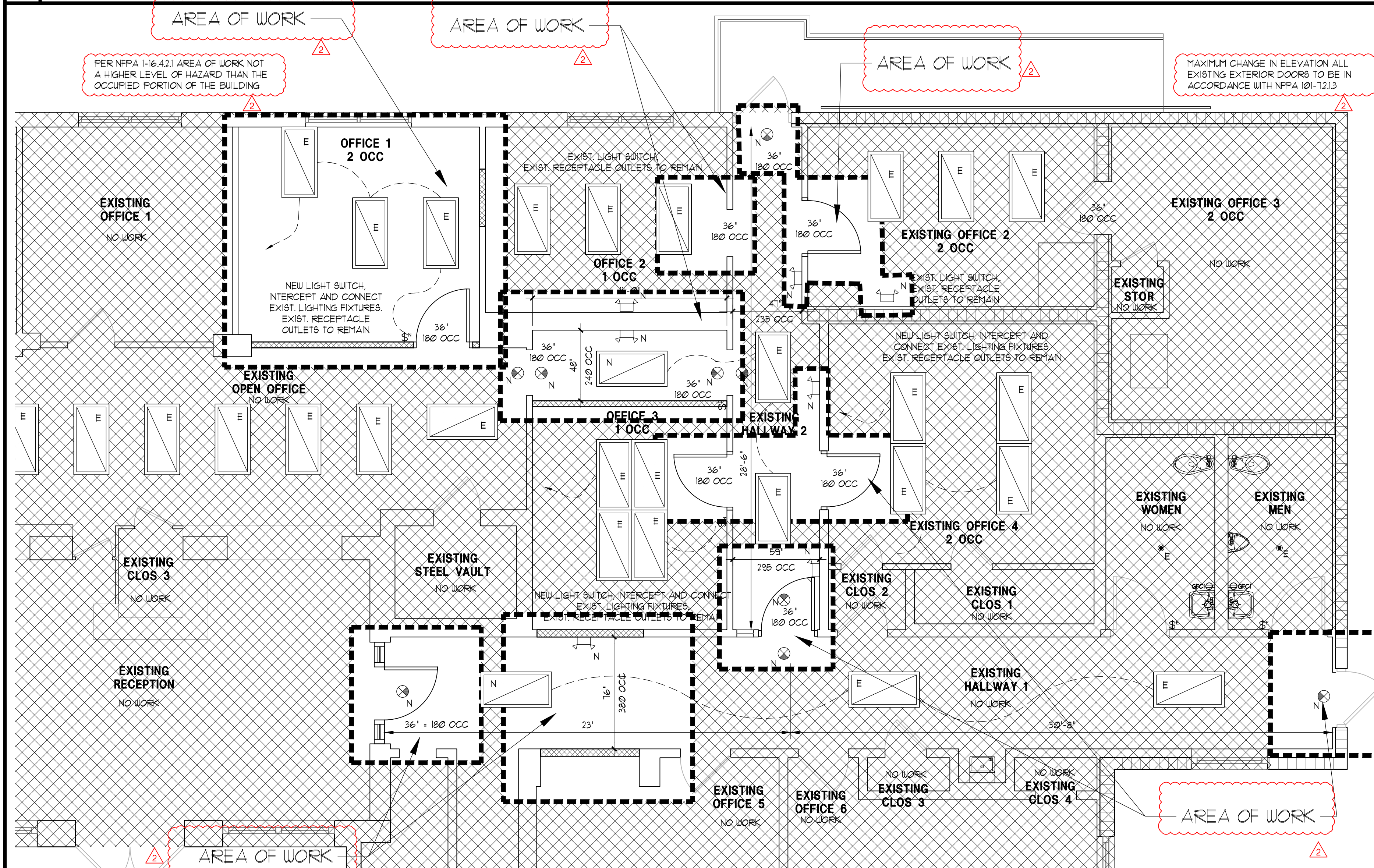
- NEW EXIT SIGN WITH BATTERY BACKUP. CONNECT TO  
NEAREST LIGHTING CIRCUIT, AHEAD OF SWITCHES
- NEW EMERGENCY LIGHTING FIXTURE WITH BATTERY  
BACKUP. CONNECT TO NEAREST LIGHTING CIRCUIT,  
AHEAD OF SWITCHES
- EXISTING 2X4 FLUORESCENT LIGHTING FIXTURES  
TO REMAIN
- NEW 2X4 LED LIGHTING FIXTURES. CONNECT TO  
ADJACENT LIGHTING CIRCUIT

**4 LEGEND**



**1 KEY PLAN**  
SCALE: 1/16" = 1'-0"

**6 NOT USED**  
SCALE: 1/4" = 1'-0"



OFFICE REMODELING  
VILLAGE HALL  
MIAMI SHORES VILLAGE  
10050 NE SECOND AVENUE  
MIAMI SHORES, FLORIDA 33138

PROJECT NAME

LIFE SAFETY  
PLAN

SHEET TITLE

DRAWN  
MR  
CHECKED  
JG  
DATE  
1-10-2022  
SCALE  
AS NOTED  
JOB NO.  
211117  
SHEET

LS-101

**2 EXISTING LIFE SAFETY PLAN**  
SCALE: 1/4" = 1'-0"

JORGE A. GUTIERREZ ARCHITECT LLC  
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 Suite 104, Miami Lakes,  
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 Telephone 786-657-2352  
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LICENSE NO.  
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Jorge A. Gutierrez  
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 Jorge A. Gutierrez  
 Date: 2022.02.08  
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January 10, 2022  
 SEAL

NO DATE REVISION

OFFICE REMODELING  
 VILLAGE HALL  
 MIAMI SHORES VILLAGE  
 10050 NE SECOND AVENUE  
 MIAMI SHORES, FLORIDA 33138

PROJECT NAME

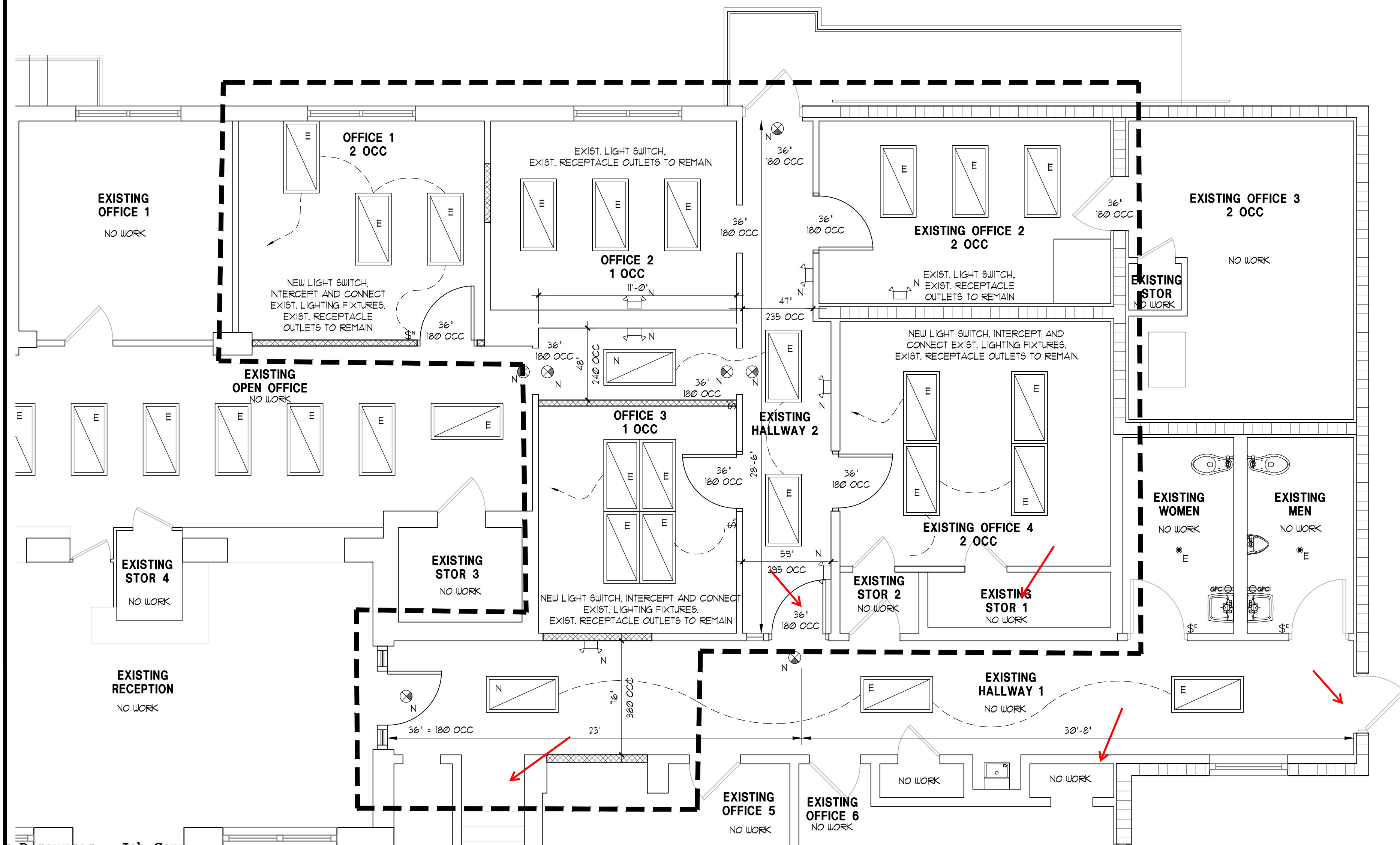
LIFE SAFETY PLAN

SHEET TITLE

DRAWN MR  
 CHECKED JG  
 DATE 1-10-2022  
 SCALE AS NOTED  
 JOB NO. 211117  
 SHEET

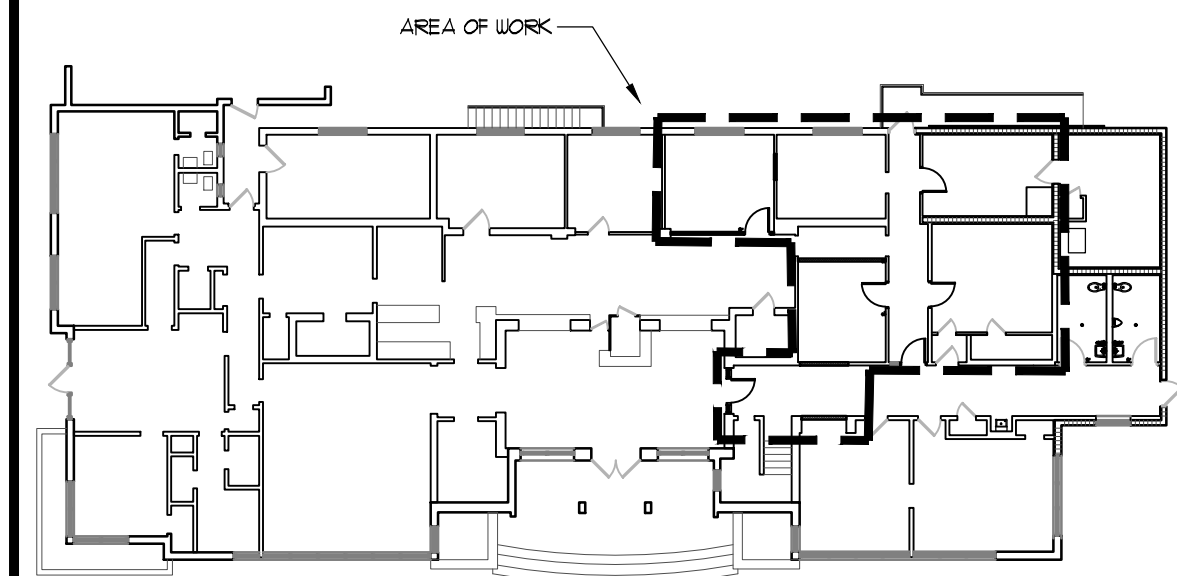
LS-101

5 NOT USED  
 SCALE: 1/4" = 1'-0"



- NEW EXIT SIGN WITH BATTERY BACKUP, CONNECT TO NEAREST LIGHTING CIRCUIT, AHEAD OF SWITCHES
- NEW EMERGENCY LIGHTING FIXTURE WITH BATTERY BACKUP, CONNECT TO NEAREST LIGHTING CIRCUIT, AHEAD OF SWITCHES
- EXISTING 2X4 FLUORESCENT LIGHTING FIXTURES TO REMAIN
- NEW 2X4 LED LIGHTING FIXTURES, CONNECT TO ADJACENT LIGHTING CIRCUIT

4 LEGEND



1 KEY PLAN  
 SCALE: 1/16" = 1'-0"

2 EXISTING LIFE SAFETY PLAN  
 SCALE: 1/4" = 1'-0"

NORTH

NORTH

# Attachment "C"



Project Number: 07843489  
May 3, 2022

Professional Service Industries, Inc.  
7950 NW 64<sup>th</sup> Street, Miami, FL 33166  
Tel: +1 305 471 7725  
Fax: +1 305 593 1915

Ms. Maria Romero  
Jorge A. Gutierrez Architect LLC  
14400 NW 77<sup>th</sup> Court, Suite 104  
Miami Lakes, Florida 33016

Re: **Asbestos Renovation Survey Report**  
**Miami Shores Village Hall – Office Remodeling**  
10050 NE 2<sup>nd</sup> Avenue  
Miami Shores, Miami-Dade County, Florida  
PSI Project No.: 07843489

Dear Ms. Romero:

In accordance with our signed agreement dated April 19, 2022, Professional Service Industries, Inc. (PSI) has performed an Asbestos Renovation Survey Assessment of the above referenced property. Please find one copy of the final report enclosed.

Thank you for choosing PSI as your consultant for this project. If you have any questions, or if we can be of additional service, please call us at 305-471-7725.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

A blue ink signature of Diana Placeres, consisting of stylized initials.

Diana Placeres  
Project Manager  
Industrial Hygiene Services

A blue ink signature of E. John Emerson, written in a cursive style.

E. John Emerson, CSP, CIEC  
Florida Licensed Asbestos Consultant  
License No. AX121

DP/EJE

Enclosures





**ASBESTOS RENOVATION SURVEY REPORT**

FOR

**MIAMI SHORES VILLAGE HALL  
10050 NE 2<sup>ND</sup> AVENUE  
MIAMI SHORES, FLORIDA**

PREPARED FOR

**JORGE A. GUTIERREZ ARCHITECT LLC  
14400 NW 77<sup>TH</sup> COURT, SUITE 104  
MIAMI LAKES, FLORIDA 33016**

PREPARED BY

**PROFESSIONAL SERVICE INDUSTRIES, INC.  
7950 NW 64<sup>TH</sup> STREET  
MIAMI, FLORIDA 33166  
TELEPHONE 305-471-7725**

**PSI PROJECT NO. 07843489**

**May 3, 2022**



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### LIST OF APPENDICES & FIGURES

- APPENDIX A: LABORATORY ANALYTICAL REPORTS (ACM)
- APPENDIX B: PERSONNEL AND LABORATORY CERTIFICATIONS







## 1. EXECUTIVE SUMMARY

Professional Service Industries, Inc. (PSI) was retained by Jorge A. Gutierrez Architect LLC to perform a survey for asbestos-containing materials (ACM) at the single-story medical office space located at 10050 NE 2nd Avenue in Miami Shores, Florida. These services were conducted at the request of the client for future renovation activities.

PSI's scope of work was limited to identifying, quantifying, and assessing the condition of suspect asbestos-containing materials affected by the planned renovations as well as the collection and analysis of bulk samples. The inspection was conducted on April 22, 2022, by U.S. Environmental Protection Agency (EPA)-accredited inspector Mr. Manuel Porras of PSI, under the direction of PSI Principal Consultant and Florida Licensed Asbestos consultant Mr. John Emerson.

Based on the methodologies described in this report, asbestos was identified in the form of vinyl floor tile. This material is considered to be Category I non-friable ACM per EPA NESHAPs 40 CFR Part 61, Subpart M and was observed to be underneath a second layer of vinyl floor tile throughout the areas inspected.

If the identified ACM is to be impacted by the proposed renovation activities, it should be removed by a Florida licensed asbestos contractor prior to being disturbed. Additional information on the requirements for handling of this material is detailed in Section 4.1.





## 2. INTRODUCTION

An Asbestos Renovation survey of the existing Miami Shores Village Hall located at 10050 NE 2nd Avenue in Miami Shores, Florida has been conducted by PSI to identify ACM within the subject area affected by the planned renovations. The survey was conducted on April 22, 2022.

The survey was generally conducted in four phases as follows:

- **Phase 1 – Record Document Review-** Drawings, floor plans, historical data or other documents provided to PSI or made available on site were evaluated for the general construction history and layout of the facility. Other documents such as maintenance records, operation and maintenance plans, and laboratory results, etc., provided to PSI or made available on site were also reviewed. This data was used to focus the walk through and scope of work to be followed over the course of our visual inspection and sampling.
- **Phase 2 – Visual Inspection-** A visual inspection of the office space was conducted to identify, quantify and assess the condition of suspect ACM. The inspection team accessed each area and recorded suspect ACM. Each material or impacted material was visually estimated for total quantity within the space.
- **Phase 3 – Sample Collection and Analysis-** Asbestos samples were collected for each suspect homogeneous area and were submitted to a nationally accredited laboratory for analysis by Polarized Light Microscopy (PLM).
- **Phase 4 - Project Report -** This report outlines the assessment findings based on the interviews, testing results and field observations. The report also discusses other observations concerning the workplace as they impacted the sampling events. This report includes a discussion of sampling methodology, locations, analytical methods, results, and conclusions.

### 2.1 AUTHORIZATION

Authorization to perform this survey was given by a signed proposal between Jorge A. Gutierrez Architect LLC and PSI, dated April 20, 2022.

### 2.2 SITE DESCRIPTION

The subject property consists of a single-story governmental office building totaling approximately 1,300 square feet. The structure was constructed of concrete block walls, an on-grade concrete slab floor and a wood ceiling roof. Finish materials consist of carpet and vinyl tile floors, finished drywall and, lay-in tiles ceilings.

### 2.3 PROJECT BACKGROUND

The survey was conducted on the building for future renovation activities. PSI was provided demolition plans for the planned renovations for review prior to conducting the survey.





## 2.4 PURPOSE AND SCOPE

The purpose of this survey was to determine the presence of ACM in the referenced building which may be affected by future renovation activities.

The survey was completed in general accordance with the authorized scope of work as identified in the contract between PSI and the client.





### 3. ASSESSMENT ACTIVITIES

The visual inspection and sampling activities were conducted on April 22, 2022, by Mr. Manuel Porras of PSI. Prior to the commencement of the survey activities, the client provided site contact information and assisted in providing access to the facility.

#### 3.1 RECORD DOCUMENT REVIEW

PSI was provided with demolition plans for the planned renovation for review prior to conducting the survey. Other drawings, floor plans, historical data, maintenance records, previous survey reports, laboratory reports or other documents for information regarding construction history and building materials were not provided for review.

#### 3.2 ASBESTOS INSPECTION

PSI's inspector accessed each area of the subject site effected by the planned renovations to identify suspect homogenous areas of ACM. Suspect ACMs were categorized into homogeneous areas on the basis of color, texture, appearance, use and apparent construction era (where available). Each homogeneous area was given a unique material description. Quantities were visually estimated by the inspectors.

In addition to identification of each material and quantities, the inspectors also determined friability for suspect ACMs. A friable material is defined as any material able to be crushed, crumbled, pulverized or reduced to a powder by hand pressure when dry. The inspectors used a hand pressure test to determine friability. Each material was further assessed for overall condition. Conditions were rated as good, fair or poor. Materials in good condition included those materials which were in the same condition as when installed showing only minor age deterioration. Materials in fair condition included those materials which had apparent age deterioration and minor damage; however, the matrix of the material remained substantially intact. Materials in poor condition included all materials with damage or significant damage and evidence that the material's matrix has failed or has begun to fail.

PSI's asbestos inspectors, under the supervision of a Principal Consultant developed a sampling scheme for suspect ACM at the facility.

- PSI did not sample any system which presented a hazard to the inspection team such as energized electrical systems or within confined spaces.
- PSI collected 23 samples for laboratory analysis.
- PSI did not collect any samples of exterior or roofing materials as part of this survey.

Samples were submitted to PSI's national asbestos laboratory in Pittsburgh, Pennsylvania. PSI's laboratory is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), accreditation No. 101350-0. Samples were analyzed by Polarized Light Microscopy (PLM) 600/R-93/116 July 1993: "Method for the Determination of Asbestos in Bulk Building Materials.", which is the EPA recommended method for bulk sample analysis. The U.S. National Institute of Standards and Technology (NIST) accredits PSI's laboratory under the NVLAP for the analysis of bulk asbestos.





Samples were dried, homogenized, and representative portions were examined with a stereo binocular microscope. If no asbestos is found in a sample, "NAD" (No Asbestos Detected) is reported. If asbestos is found in a sample, the percentage and type of asbestos is reported.

If a material is found to contain 10% or less asbestos via visual estimation, it can be treated as non-asbestos-containing per EPA Regulations, if verified to contain 1% or less asbestos by the Point Count Quantification Procedure. If not point counted, a sample in which asbestos was visually detected and estimated (including trace to  $\leq 1\%$ ) must be assumed to be greater than 1% and treated as ACM. Please refer to the laboratory analyses for a more detailed description of the microscopic analysis of individual samples. No samples were quantified by the Point Count Procedure in this Asbestos Survey.





## 4. CONCLUSIONS

PSI has performed an ACM Survey of the subject site in general accordance with the signed agreement between Jorge A. Gutierrez Architect LLC and PSI dated April 19, 2022. Based on the results of this assessment, the following conclusions have been developed.

### 4.1 ASBESTOS CONTAINING MATERIALS

During the visual inspection, PSI tested 12 homogenous areas of suspect ACM and collected 23 samples representing these materials. A complete detail of all suspect materials, locations, quantities and conditions may be found in the following table and in the appendices of this report. The following data is a summary of materials sampled as part of this survey.

HA No.	Homogeneous Area Description	Location(s) in the facility	Friable (F/NF)	Total Estimated Quantity	Percent Asbestos
1-1	Concrete Slab	Throughout	NF	1,300 SF	NAD
1-2					
2-3	2'x2' Ceiling Tile (Cracks)	Copy Room Hallway	F	800 SF	NAD
2-4					
3-5	2'x4' Ceiling Tile (Holes)	Center Office Hallway	F	400 SF	NAD
3-6					
4-7	Interior Wall Plaster	Center Office Hallway	NF	1,700 SF	OWP-NAD GP-NAD
4-8					
5-9	Drywall	Center Office Hallway	NF	600 SF	NAD
5-10					
6-11	4" Brown Vinyl Baseboard with Mastic	Hallway	NF	60 SF	BB-NAD MS-NAD
7-12	4" White Vinyl Baseboard with Mastic	Center Office	NF	28 SF	BB-NAD MS-NAD
8-13	12"x12" Spline Ceiling Tile with Mastic	Hallway	F	800 SF	CT-NAD MS-NAD
8-14		Center Office			
9-15	12"x12" Light Brown Floor Tile with Mastic	Throughout (Upper Layer)	NF	1,300 SF	BFT-NAD BM-NAS
9-16					
10-17	12"x12" Brown Floor Tile with Mastic	Throughout (Lower Layer)	NF	1,300 SF	FT-2% CH MS-NAD
10-18					
11-19	Gray Carpet Mastic	Copy Room	NF	600 SF	NAD
11-20		Center Office			
4-21	Interior Wall Plaster	Main Hallway	NF	1,700 SF	OWP-NAD GP-NAD
12-22	Plaster Ceiling	Main Hallway	NF	700 SF	WP-NAD GP-NAD
12-23					

Notes: NF=Non-Friable, F=Friable, SF= Square Feet, NAD= No Asbestos Detected, OWP=Off White Plaster, GP=Gray Plaster, BB=Baseboard, MS=Mastic, MS=Mastic, BB=Baseboard, CT=Ceiling Tile, MS=Brown Mastic, FT=Floor Tile, WP=White Plaster





## Data Interpretation

A material is considered an ACM if at least one sample from the homogenous area is confirmed to contain greater than one percent asbestos (>1.0%) under laboratory analysis. In addition, the U.S. Occupational Safety and Health Administration (OSHA) construction standard considers all thermal systems insulation and surfacing materials in a facility constructed prior to 1981 to be presumed asbestos containing (PACM) and all flooring to be assumed asbestos containing unless it is demonstrated through laboratory analysis to contain 1.0% asbestos or less. The EPA National Emission Standards for Hazardous Air Pollutants further classifies ACM as regulated (RACM), Category I non-friable ACM or Category II non-friable ACM.

Based on the methodologies described in this report, ACM was identified in the form of vinyl floor tile. This material is considered to be Category I non-friable ACM per EPA NESHAPs 40 CFR Part 61, Subpart M and was observed to be underneath a second layer of vinyl floor tile throughout the areas inspected.

If the identified ACM is to be impacted by the proposed renovation activities, it should be removed by a Florida licensed asbestos contractor prior to being disturbed.

A Notice of Asbestos Renovation or Demolition form should be filed with the FDEP at least 10 business days before beginning removal of the ACM from the building.

If additional suspect materials are discovered that were not assessed during this survey, work should be stopped, and the materials tested by a Florida licensed asbestos consultant.





## 5. WARRANTY

The information contained in this report is based upon the data furnished by the Client and observations and test results provided by PSI. These observations and results are time dependent, are subject to changing site conditions, and revisions to Federal, State and local regulations.

PSI warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the asbestos, lead-based paint and hazardous materials abatement industries.

No other warranties are implied or expressed.

### Use by Third Parties

This report was prepared pursuant to the contract PSI has with Jorge A. Gutierrez Architect LLC. That contractual relationship included an exchange of information about the subject site that was unique and between PSI and its client and serves as the basis upon which this report was prepared. Because of the importance of the communication between PSI and its client, reliance or any use of this report by anyone other than Mullins Services Inc, for whom it was prepared, is prohibited and therefore not foreseeable to PSI.

Reliance or use by any such third party without explicit authorization in the report does not make said third party a third party beneficiary to PSI's contract with the client. Any such unauthorized reliance on or use of this report, including any of its information or conclusions, will be at third party's risk. For the same reasons, no warranties or representations, expressed or implied in this report, are made to any such third party.

### Unidentifiable Conditions

This report is necessarily limited to the conditions observed and to the information available at the time of the work. Due to the nature of the work, there is a possibility that there may exist conditions which could not be identified within the scope of work or which were not apparent at the time of our site work. This report is also limited to information available from the client at the time it was conducted. The report may not represent all conditions at the subject site as it only reflects the information gathered from specific locations.







**APPENDIX A:  
LABORATORY ANALYTICAL REPORTS (ACM)**

# CHAIN OF CUSTODY - ASB/LEAD/IH

2204686(2)

Project Information	
Project Name:	Miami Shores Village Hall - Office Remodeling
Project No:	7843489
PO Number:	784
Sample Date:	4/22/2022



IH Laboratory  
850 Poplar Street  
Pittsburgh, PA 15220  
412-922-4001 ext. 228/425

Send Results To:	
Company:	PSI / Intertek
Attn:	Manuel Porras
Address:	7950 NW 64th Street
Telephone:	305.345.2892
Email:	manuel.porras@intertek.com

Send Invoice To:	
Company:	(Same)
Attn:	(Same)
Address:	
Telephone:	
Email:	

Requested Turnaround Time:			
Same Day	1-2 Day	3-5 Day	Requested Date:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Stop at First Positive	
Y	N
<input type="checkbox"/>	<input type="checkbox"/>

Laboratory Use Only		Y	N
All Samples In Acceptable Condition:		<input type="checkbox"/>	<input type="checkbox"/>
Comments:			
Shipping Charges Apply:		<input type="checkbox"/>	<input type="checkbox"/>

Parameter																										
Sample ID:	Number of Samples	PLM Bulk	Point Count (400)	Point Count (1000)	Lead Wipe	Lead Air	Lead Soil	Lead Paint Chip	Lead TCLP	PCM	PCM "B Rules"	TEM AHERA	TEM 7402	TEM Chatfield	TEM Vacuum	TEM Wipe	NY PLM Friable/NOB	NY TEM NOB	NY SOF-V	Total Nuisance Dust	Respirable Dust	Cadmium	Zinc	Total Chromium	Other:	
1-23		<input checked="" type="checkbox"/>																								

Relinquished by <i>Manuel Porras</i>	Date/Time 4/22/2022	Received by <i>S. Mensel</i>	Date/Time 4/25/2022
---	------------------------	---------------------------------	------------------------

Analyst Name:	Analyst Signature:
---------------	--------------------

Special Instructions / Comments:	
----------------------------------	--

2204686

Page \_\_\_\_ of \_\_\_\_

Client: Jorge A. Gutierrez Architect, LLC  
 Project Name: Miami Shores Village Hall - Office Remodeling  
 Inspector(s): H.P.

Address: 10050 NE 2nd Ave, Miami Shores  
 PSI Project No. 7843489  
 Date 4/22/2022

Homogenous Area	Sample No.	Material Location	Material Description	Total Quantity	(F/NF)	Condition	Lab Results
1	1	Throughout	Concrete Slab	1,300 SF	NF		
2	2						
2	3	Copy Room	2'x4' Ceiling tile	800 SF	F		
3	4	Hallway	(Cracks)				
3	5	Center Office	2'x4' Ceiling tile	400 SF	F		
4	6	Hallway	(Holes)				
4	7	Center Office	Interior Wall Plaster	1,700 SF	NF		
5	8	Hallway					
5	9	Center Office	Drywall	600 SF	NF		
6	10	Hallway					
7	11	Hallway					
7	12	Center Office	4" Brown Vinyl Baseboard w/ Mastic	60 SF	NF		
8	13	Hallway	4" White Vinyl Baseboard w/ Mastic	28 SF	NF		
9	14	Center Office	12" x 12" Spline Ceiling tile w/ mastic	800 SF	F		
9	15	Throughout (Upper Layer)	12" x 12" Lt. Brown Floor tile w/ mastic	1,300 SF	NF		
10	16	"	"				
10	17	" (Lower Layer)	12" x 12" Brown Floor tile w/ mastic	1,300 SF	NF		
11	18	Hallway					
11	19	Conference Room	Grey Carpet Mastic	600 SF	NF		
4	20	Center Office					
4	21	Main Hallway	Interior Wall Plaster		NF		
12	22	Main Hallway	Plaster Ceiling	700 SF	NF		
	23	"	"		NF		

*Handwritten signature and initials*



## REPORT OF BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR: **PSI, Inc.**  
**7950 N.W. 64 Street**  
**Miami, FL 33166**  
**Attn: Manuel Porras**

Project ID: **07843489**  
**Jorge A Gutierrez Architect, LLC**  
**Miami Shores Village Hall**  
**1050 NE 2nd Ave, Miami Shores**

Date Received: **4/25/2022**

Date Completed: **5/2/2022**

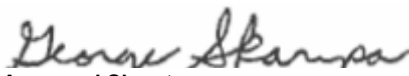
Date Reported: **5/2/2022**

Analyst: **Lori Huss** Work Order: **2204686** Page: **1 of 2**

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
1-1	001A	(1) Gray, Concrete, Homogeneous	<b>NO ASBESTOS DETECTED</b>	None Reported
1-2	002A	(1) Gray, Concrete, Homogeneous	<b>NO ASBESTOS DETECTED</b>	None Reported
2-3	003A	(1) Tan, Ceiling Tile, Homogeneous	<b>NO ASBESTOS DETECTED</b>	35% Cellulose Fiber 35% Fibrous Glass
2-4	004A	(1) Tan, Ceiling Tile, Homogeneous	<b>NO ASBESTOS DETECTED</b>	35% Cellulose Fiber 35% Fibrous Glass
3-5	005A	(1) Tan, Ceiling Tile, Homogeneous	<b>NO ASBESTOS DETECTED</b>	35% Cellulose Fiber 35% Fibrous Glass
3-6	006A	(1) Tan, Ceiling Tile, Homogeneous	<b>NO ASBESTOS DETECTED</b>	35% Cellulose Fiber 35% Fibrous Glass
4-7	007A	(1) Off-White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	<b>NO ASBESTOS DETECTED</b> <b>NO ASBESTOS DETECTED</b>	None Reported None Reported
4-8	008A	(1) Off-White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	<b>NO ASBESTOS DETECTED</b> <b>NO ASBESTOS DETECTED</b>	None Reported None Reported
5-9	009A	(1) White, Drywall, Homogeneous	<b>NO ASBESTOS DETECTED</b>	15% Cellulose Fiber
5-10	010A	(1) White, Drywall, Homogeneous	<b>NO ASBESTOS DETECTED</b>	15% Cellulose Fiber

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested as received. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may be reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,  
PSI, Inc.

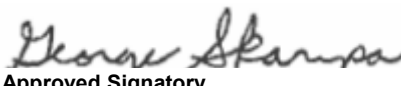
  
Approved Signatory  
George Skarupa

Client ID	Lab ID (Layer)	Sample Description (Color, Texture, Etc.) <i>Analyst's Comment</i>	Asbestos Content (Percent and Type)	Non-asbestos Fibers (Percent and Type)
6-11	011A	(1) Brown, Baseboard, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
7-12	012A	(1) White, Baseboard, Homogeneous (2) Yellow, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
8-13	013A	(1) Brown, Ceiling Tile, Homogeneous (2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	95% Cellulose Fiber None Reported
8-14	014A	(1) Brown, Ceiling Tile, Homogeneous (2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	95% Cellulose Fiber None Reported
9-15	015A	(1) Brown, Floor Tile, Homogeneous (2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
9-16	016A	(1) Brown, Floor Tile, Homogeneous (2) Brown, Mastic, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
10-17	017A	(1) Brown, Floor Tile, Homogeneous (2) Brown, Mastic, Homogeneous	2% Chrysotile NO ASBESTOS DETECTED	None Reported None Reported
10-18	018A	(1) Brown, Floor Tile, Homogeneous (2) Brown, Mastic, Homogeneous	2% Chrysotile NO ASBESTOS DETECTED	None Reported None Reported
11-19	019A	(1) Gray, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
11-20	020A	(1) Gray, Mastic, Homogeneous	NO ASBESTOS DETECTED	None Reported
4-21	021A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
12-22	022A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported
12-23	023A	(1) White, Plaster, Homogeneous (2) Gray, Plaster, Homogeneous	NO ASBESTOS DETECTED NO ASBESTOS DETECTED	None Reported None Reported

**Report Notes: (PT) Point Count Results**

Quantitation is based on a visual estimation of the relative area of bulk sample components, unless otherwise noted in the "Comments" section of this report. The results are valid only for the item tested as received. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Method used: E.P.A. Interim Method for the Determination of Asbestos in Bulk Insulation Samples (EPA 600/M4-82-020). Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if the material can be considered or treated as non-asbestos containing. Samples will be disposed of within 30 days unless notified in writing by the client. No part of this report may reproduced, except in full, without written permission of the laboratory. The reporting limit is 1% by weight. NVLAP Lab Code 101350-0.

Respectfully submitted,  
PSI, Inc.

  
Approved Signatory  
George Skarupa



**APPENDIX B:  
PERSONNEL AND LABORATORY CERTIFICATIONS**

# Asbestos Consulting & Training Systems

2835 N.W. 12TH Avenue, Fort Lauderdale, Florida 33311

**This is to Certify that**  
**Manuel Porras**

Processed By:

**Seagull**

To Authenticate Certificate  
[www.seagulltraining.com](http://www.seagulltraining.com)  
1-800-966-9933



X X X - X X - 8 8 1 4

3410 SW 47th Avenue, West Park, FL 33023

**has successfully completed an English**  
**Asbestos Building Inspection Refresher**

2-Jul-21

TO

2-Jul-21

and has completed the requisite training for TSCA

Meets state requirements of FL49-0001020/CN-0006273 and UT (6.0 core).

NDAAC Provider #451

Trainer(s): James F. Stump

Training Address: 900 NW 5th Ave, Fort Lauderdale, FL 33311

Successful course completion based on exam score on: 2-Jul-21

**This Certificate Expires:**

2-Jul-22



0 7 / 0 2 / 2 2

INDULGENCE AND CRIMINAL PENALTIES OF LAW FOR MAKING OR  
SUBMISSION OF FALSE OR MISLEADING STATEMENTS OR  
REPRESENTATIONS (18 U.S.C. 1001 AND 15 U.S.C. 115), I CERTIFY  
THAT THIS TRAINING COMPLETION WITH ALL APPLICABLE  
REQUIREMENTS OF TITLE IV OF THE TOXIC SUBSTANCE CONTROL  
ACT AND CFR PART 745 OR ANY OTHER APPLICABLE  
FEDERAL, STATE, OR LOCAL REQUIREMENTS, IS VALID.

James F. Stump, Course Sponsor

Certificate Number:



1 8 6 6 5 4

Course Number: SE2127

---

---

# THE ASBESTOS INSTITUTE

*Certifies that*

## **Evan Emerson**

has attended and received instruction in the EPA approved course

### **AHERA Building Inspector Refresher**

on

### **January 03, 2022**

and successfully completed and passed the competency exam.

Certificate:  
ON-4644-13276-010322

Date of Examination:  
3-Jan-2022

Date of Expiration:  
03-Jan-2023



William T. Cavness  
Director



Approved Instructor

**THE ASBESTOS INSTITUTE**

20033 N. 19<sup>th</sup> Ave, Building 6, Phoenix, AZ 85027

602-864-6564 – [www.theasbestosinstitute.com](http://www.theasbestosinstitute.com)

*This training meets all requirements for asbestos certification under Toxic Substance Control Act Title II.*



United States Department of Commerce  
National Institute of Standards and Technology



**Certificate of Accreditation to ISO/IEC 17025:2017**

NVLAP LAB CODE: 101350-0

**Intertek-PSI, Inc.**  
Pittsburgh, PA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:*

**Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2021-07-01 through 2022-06-30

*Effective Dates*



A handwritten signature in blue ink, appearing to read 'Dana S. Gorman', is written over a horizontal line. The signature is fluid and cursive.

*For the National Voluntary Laboratory Accreditation Program*



Professional Service Industries, Inc  
7950 NW 64 Street  
Miami, Florida 33166  
Phone: (305) 471-7725

October 4, 2021

Mr. Jorge Gutierrez  
**JORGE A. GUTIERREZ ARCHITECT LLC**  
14400 NW 77<sup>th</sup> Court, Suite 104  
Miami Lakes, FL 33016

Re: **Asbestos Renovation Survey**  
**Miami Shores Village Hall Public Restrooms**  
10050 NE 2<sup>nd</sup> Avenue  
Miami Shores, Miami-Dade County, Florida  
PSI Project No.: 07843372

Dear Mr. Gutierrez:

In accordance with our signed agreement dated September 25, 2021, Professional Service Industries, Inc. (PSI) has performed a Renovation Asbestos Survey of the above referenced property. Please find one copy of the final report enclosed.

Thank you for choosing PSI as your consultant for this project. If you have any questions, or if we can be of additional service, please call us at 305-471-7725.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

Diana Placeres  
AHERA Asbestos Inspector  
Industrial Hygiene Services

Michael Rothenburg, P.E., CIH  
Florida Licensed Asbestos Consultant #EA41

E. John Emerson, CSP, CIEC, FLAC  
Department Manager/Principal Consultant  
South Florida Environmental Group

MP/MR/EJE

Enclosures



**ASBESTOS RENOVATION SURVEY REPORT**

FOR

**MIAMI SHORES VILLAGE HALL PUBLIC RESTROOMS  
10050 NE 2<sup>ND</sup> AVENUE  
MIAMI SHORES, MIAMI-DADE COUNTY, FLORIDA**

PREPARED FOR

**JORGE A. GUTIERREZ ARCHITECT LLC  
14400 NW 77<sup>TH</sup> COURT, SUITE 104  
MIAMI LAKES, FLORIDA 33016**

PREPARED BY

**PROFESSIONAL SERVICE INDUSTRIES, INC.  
7950 NW 64<sup>TH</sup> STREET  
MIAMI, FLORIDA 33166  
TELEPHONE 305-471-7725**

**PSI PROJECT NO. 07843372**

**October 4, 2021**



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- APPENDIX A: ASBESTOS FIELD DATA WORK SHEET
- APPENDIX B: LABORATORY ANALYTICAL REPORTS (ACM)
- APPENDIX C: PERSONNEL AND LABORATORY CERTIFICATIONS



### 1. EXECUTIVE SUMMARY

Professional Service Industries, Inc. (PSI) was retained by Jorge A. Gutierrez Architect LLC to perform an Asbestos Renovation survey of the Miami Shores Village Hall Public Restrooms located at 10050 NE 2<sup>nd</sup> Avenue in Miami Shores, Miami-Dade, Florida. These services were conducted at the request of the client for the planned renovations.

The scope of the Asbestos Renovation Survey was to identify, quantify and assess the condition of suspect asbestos containing materials (ACM) effected by the planned renovation activities, as well as the collection and analysis of bulk samples. The inspection was conducted on September 28, 2021 by U.S. Environmental Protection Agency (EPA) accredited inspector Ms. Diana Placeres of PSI, under the direction of PSI Principal Consultant and Florida Licensed Asbestos Consultant (FLAC), Mr. Michael Rothenburg.

Based on the methodologies described in this report, ACM was not identified in any of the samples collected from the subject site.

## 2. INTRODUCTION

An Asbestos Renovation Survey of the Miami Shores Village Hall Public Restrooms located at 10050 NE 2<sup>nd</sup> Avenue in Miami Shores, Miami-Dade, Florida. has been conducted by PSI to identify ACM effected by the planned renovation activities. The survey was conducted on September 28, 2021.

The survey was generally conducted in four phases as follows:

- **Phase 1 – Record Document Review-** Drawings, floor plans, historical data or other documents provided to PSI or made available on site were evaluated for the general construction history and layout of the facility. Other documents such as maintenance records, operation and maintenance plans, and laboratory results, etc., provided to PSI or made available on site were also reviewed. This data was used to focus the walk through and scope of work to be followed over the course of our visual inspection and sampling.
- **Phase 2 – Visual Inspection-** A visual inspection of the facility was conducted to identify, quantify and assess the condition of suspect ACM materials that could represent an environmental concern. The inspection team accessed each area and recorded suspect ACM, suspect materials. Each material or impacted material was visually estimated for total quantity within the space. The condition and friability were also recorded.
- **Phase 3 – Sample Collection and Analysis-** Samples were collected for each suspect homogeneous area. Asbestos samples were collected for each suspect homogeneous area and were submitted to a nationally accredited laboratory for analysis by Polarized Light Microscopy (PLM).
- **Phase 4 - Project Report -** This report outlines the assessment findings based on the interviews, testing results and field observations. The report also discusses other observations concerning the workplace as they impacted the sampling events. This report includes a discussion of sampling methodology, locations, analytical methods, results, and conclusions.

### 2.1 AUTHORIZATION

Authorization to perform this survey was given by a signed contract between Jorge A. Gutierrez Architect LLC and PSI, dated September 25, 2021.

### 2.2 SITE DESCRIPTION

The subject site consisted of two restrooms located at Miami Shores Village Hall Public at 10050 NE 2<sup>nd</sup> Avenue in Miami Shores, Miami-Dade, Florida. Structural components consist of metal roof deck, concrete block walls and concrete floor slab. Interior finishes consist of drywall walls, plaster walls, ceramic floor tile, plaster ceilings and drywall ceilings. The area surveyed occupies approximately 141 square feet of floor space.

### 2.3 PROJECT BACKGROUND

The survey was conducted on the building for future renovation activities. PSI was provided site plans for review prior to conducting the survey.



## 2.4 PURPOSE AND SCOPE

The purpose of this survey was to determine the presence of ACM in the areas affected by the planned renovation activities.

The survey was completed in general accordance with the authorized scope of work as identified in the contract between PSI and the client.

### 3. ASSESSMENT ACTIVITIES

The visual inspection and sampling activities were conducted on September 28, 2021 by Ms. Diana Placeres of PSI. Prior to the commencement of the survey activities, the client provided site contact information and assisted in providing access to the facility.

#### 3.1 RECORD DOCUMENT REVIEW

PSI did not review drawings, floor plans, historical data, maintenance records, previous survey reports, laboratory reports or other documents for information regarding construction history and building materials for review.

#### 3.2 VISUAL INSPECTION

PSI’s inspector accessed each area affected by the planned renovation activities to identify suspect homogenous areas of ACM. Suspect ACMs were categorized into homogeneous areas on the basis of color, texture, appearance, use and apparent construction era (where available). Each homogeneous area was given a unique material description. Quantities were visually estimated by the inspectors.

In addition to identification of each material and quantities, the inspectors also determined friability for suspect ACMs. A friable material is defined as any material able to be crushed, crumbled, pulverized or reduced to a powder by hand pressure when dry. The inspectors used a hand pressure test to determine friability. Each material was further assessed for overall condition. Conditions were rated as good, fair or poor. Materials in good condition included those materials which were in the same condition as when installed showing only minor age deterioration. Materials in fair condition included those materials which had apparent age deterioration and minor damage; however, the matrix of the material remained substantially intact. Materials in poor condition included all materials with damage or significant damage and evidence that the material’s matrix has failed or has begun to fail.

#### 3.3 SAMPLING AND ANALYSIS

PSI’s asbestos inspector, under the supervision of a Principal Consultant developed a sampling scheme for suspect ACM at the facility.

- PSI did not sample any system which presented a hazard to the inspection team such as energized electrical systems or within confined spaces.
- PSI analyzed 20 samples by PLM.
- PSI did not survey the exterior or roof of the structure.

Samples were submitted to EMSL’s asbestos laboratory in North Miami, Florida. EMSL’s laboratory is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), accreditation No. 200204-0. Samples were analyzed by Polarized Light Microscopy (PLM) 600/R-93/116 July 1993: “Method for the Determination of Asbestos in Bulk Building Materials.”, which is the EPA recommended method for bulk sample analysis. The U.S. National Institute of Standards and Technology (NIST) accredits PSI’s laboratory under the NVLAP for the analysis of bulk asbestos.

Samples were dried, homogenized, and representative portions were examined with a stereo binocular microscope. If no asbestos is found in a sample, “NAD” (No Asbestos Detected) is reported. If asbestos is





If a material is found to contain 10% or less asbestos via visual estimation, it can be treated as non-asbestos-containing per EPA Regulations, if verified to contain 1% or less asbestos by the Point Count Quantification Procedure. If not point counted, a sample in which asbestos was visually detected and estimated (including trace to ≤1%) must be assumed to be greater than 1% and treated as ACM. Please refer to the laboratory analyses for a more detailed description of the microscopic analysis of individual samples. Samples were not quantified by the Point Count Procedure in this Asbestos Survey.

## 4. CONCLUSIONS

PSI has performed an Asbestos Renovation Survey of the subject site in general accordance with the signed agreement between Jorge A. Gutierrez Architect LLC and PSI dated September 25, 2021. Based on the results of this assessment, the following conclusions have been developed.

### 4.1 ASBESTOS CONTAINING MATERIALS

During the visual inspection, PSI tested 10 homogenous areas of suspect ACM and collected 20 samples representing these materials. A complete detail of all suspect materials, locations, quantities and conditions may be found in the following table and in the appendices of this report. The following data is a summary of materials sampled as part of this survey.

HA #	Homogeneous Area Description	Location(s) in the facility	Friable (F/NF)	Total Estimated Quantity	Percent Asbestos
1	Wall Plaster	Women's Restroom	NF	352 SF	NAD
2	Ceiling Plaster	Women's Restroom	NF	75 SF	NAD
3	Sink Caulking	Women's Restroom	NF	5 SF	DW-NAD JC-NAD
4	Green Ceramic Tile Grout (floor)	Women's Restroom	NF	75 SF	NAD
5	White Ceramic Tile Grout (Floor)	Men's Restroom	NF	66 SF	NAD
6	Black Baseboard with Glue	Men's Restroom	NF	34 SF	BB-NAD GL-NAD
7	Wallpaper with Glue	Women's Restroom	NF	352 SF	WP-NAD GL-NAD
8	Drywall (Walls)	Men's Restroom	NF	272 SF	NAD
9	Drywall (Ceilings)	Men's Restroom	NF	66 SF	NAD
10	Sink Caulking	Men's Restroom	NF	5 SF	NAD

*Notes: NF=Non-Friable, F=Friable, SF= Square Feet, NAD= No Asbestos Detected, BB= Baseboard, GL= Glue, WP= Wallpaper*

### Data Interpretation

A material is considered an ACM if at least one sample from the homogenous area is confirmed to contain greater than one percent asbestos (>1.0%) under laboratory analysis. In addition, the U.S. Occupational Safety and Health Administration (OSHA) construction standard considers all thermal systems insulation and surfacing materials in a facility constructed prior to 1981 to be presumed asbestos containing (PACM) and all flooring to be assumed asbestos containing unless it is demonstrated through laboratory analysis to contain 1.0% asbestos or less. The EPA National Emission Standards for Hazardous Air Pollutants further classifies ACM as regulated (RACM), Category I non-friable ACM or Category II non-friable ACM.

Based on the methodologies described in this report, ACM was not identified in any of the samples collected from the subject site.

If additional suspect ACM is identified during any future renovation activities, work should be halted, and a Florida Licensed Asbestos Consultant retained to assess the materials.



## 5. WARRANTY

The information contained in this report is based upon the data furnished by the Client and observations and test results provided by PSI. These observations and results are time dependent, are subject to changing site conditions, and revisions to Federal, State and local regulations.

PSI warrants that these findings have been promulgated after being prepared in general accordance with generally accepted practices in the asbestos, lead-based paint and hazardous materials abatement industries.

No other warranties are implied or expressed.

### Use by Third Parties

This report was prepared pursuant to the contract PSI has with Jorge A. Gutierrez Architect LLC. That contractual relationship included an exchange of information about the subject site that was unique and between PSI and its client and serves as the basis upon which this report was prepared. Because of the importance of the communication between PSI and its client, reliance or any use of this report by anyone other than Jorge A. Gutierrez Architect LLC, for whom it was prepared, is prohibited and therefore not foreseeable to PSI.

Reliance or use by any such third party without explicit authorization in the report does not make said third party a third-party beneficiary to PSI’s contract with the client. Any such unauthorized reliance on or use of this report, including any of its information or conclusions, will be at third party’s risk. For the same reasons, no warranties or representations, expressed or implied in this report, are made to any such third party.

### Unidentifiable Conditions

This report is necessarily limited to the conditions observed and to the information available at the time of the work. Due to the nature of the work, there is a possibility that there may exist conditions which could not be identified within the scope of work or which were not apparent at the time of our site work. This report is also limited to information available from the client at the time it was conducted. The report may not represent all conditions at the subject site as it only reflects the information gathered from specific locations.



**APPENDIX A:  
ASBESTOS FIELD DATA WORKSHEET**



EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

### Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

172105568

PHONE  
FAX

Company Name: <b>PSI / Intertek Miami</b>		EMSL Customer ID:	
Street: 7950 NW 64 Street		City:	State/Province:
Zip/Postal Code: 33166	Country: USA	Telephone #:	Fax #:
Report To (Name): <i>Diana Placeres</i>		Please Provide Results: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
Email Address: <i>diana.placeres@intertek.com</i>		Purchase Order:	
Project Name/Number: <i>08843352</i>		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken:		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different - If Bill to is Different note instructions in Comments** Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input checked="" type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
<b>PCM - Air</b> <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA <b>PLM - Bulk (reporting limit)</b> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.8 SOF-V <input type="checkbox"/> NIOSH 9002 (<1%)	<b>TEM - Air</b> <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 <b>TEM - Bulk</b> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 <b>TEM - Water:</b> EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	<b>TEM- Dust</b> <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) <b>Soil/Rock/Vermiculite</b> <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<1%) <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.25%) <input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%) <input type="checkbox"/> TEM Qualitative via Filtration Prep <input type="checkbox"/> TEM Qualitative via Drop Mount Prep <input type="checkbox"/> Cincinnati Method EPA 600/R-04/004 - PLM/TEM (BC only) Other: <input type="checkbox"/>	
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: <i>Diana Placeres</i>		Samplers Signature: <i>[Signature]</i>	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
See Attached			
Client Sample # (s): <i>1</i>		Total # of Samples: <i>20</i>	
Relinquished (Client): <i>Diana Placeres</i>		Date: <i>9/28/21</i>	Time:
Received (Lab): <i>JU</i>		Date: <i>9-28-21</i>	Time: <i>7:20pm</i>
Comments/Special Instructions:			

172105568

Client: Jorge A. Gutierrez Architect.  
 Project Name: Miami Shores Village Restrooms  
 Inspector(s): Diana Placeres

Building Unit: 10052 NE 2<sup>nd</sup> Ave, Miami Shores  
 PSI Project No. 0784-3372  
 Date 9/28/21

Homogenous Area	Sample No.	Material Location	Material Description	Total Quantity	(F/NF)	Condition	Lab Results			
1	1	Women's Restroom	Wall plaster	352 SF	NF	-air				
2	2	/ / /	Ceiling plaster	75 SF						
3	3			5 SF						
4	4			75 SF						
5	5			66 SF						
6	6	Men's Restroom	White Ceramic tile Grout	34 SF						
7	7	Men's Restroom	Back base board w. glue	352 SF						
8	8	Women's Restroom	Wall paper w. glue	272 SF						
9	9	Men's Restroom	Drywall - walls	66 SF						
10	10	↓ ↓ ↓	Drywall - ceiling	5 SF				✓	✓	
	11									
	12									

Page 2 of 2

OrderID: 172105568



## APPENDIX B: LABORATORY ANALYTICAL REPORTS (ACM)



# EMSL Analytical, Inc.

19501 NE 10th Ave. Bay A N. Miami Beach, FL 33179

Tel/Fax: (305) 650-0577 / (305) 650-0578

<http://www.EMSL.com> / [miamilab@emsl.com](mailto:miamilab@emsl.com)

EMSL Order: 172105568

Customer ID: PSI59

Customer PO:

Project ID:

**Attention:** Diana Placeres  
PSI (Miami)  
7950 NW 64th St.  
Miami, FL 33166

**Phone:** (305) 471-7725

**Fax:** (305) 593-1915

**Received Date:** 09/28/2021 1:08 PM

**Analysis Date:** 09/28/2021 - 09/29/2021

**Collected Date:** 09/28/2021

**Project:** 08843372 - 10052 NE 2nd Ave. Miami Shores

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 172105568-0001	Wall Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2 172105568-0002	Wall Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3 172105568-0003	Ceiling Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4 172105568-0004	Ceiling Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5 172105568-0005	Sink Coating	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6 172105568-0006	Sink Coating	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7 172105568-0007	Ceramic Tile Grout	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8 172105568-0008	Ceramic Tile Grout				Insufficient Material
9 172105568-0009	Ceramic Tile Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
10 172105568-0010	Ceramic Tile Grout	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
11-Baseboard 172105568-0011	Baseboard w/ Glue	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
11-Glue 172105568-0011A	Baseboard w/ Glue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
12-Baseboard 172105568-0012	Baseboard w/ Glue	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
12-Glue 172105568-0012A	Baseboard w/ Glue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-Wallpaper 172105568-0013	Wallpaper w/ Glue	White Fibrous Homogeneous	40% Cellulose 10% Synthetic	50% Non-fibrous (Other)	None Detected
13-Glue 172105568-0013A	Wallpaper w/ Glue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Miami Dade County Department of Regulatory and Economic Resources - Job Copy

1122009315 - 5/6/2022 8:53:48 AM

Asbestos Survey Report: Miami Shores Village Hall.pdf

Examiner: DAMASO, MARTIN Date Time Stamp: 4/11/2022 12:26:31 PM Trade Stamp Name: DASB Disapproved





# EMSL Analytical, Inc.

19501 NE 10th Ave. Bay A N. Miami Beach, FL 33179

Tel/Fax: (305) 650-0577 / (305) 650-0578

<http://www.EMSL.com> / [miamilab@emsl.com](mailto:miamilab@emsl.com)

<b>EMSL Order:</b> 172105568
<b>Customer ID:</b> PSI59
<b>Customer PO:</b>
<b>Project ID:</b>

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
14-Wallpaper <small>172105568-0014</small>	Wallpaper w/ Glue	White Fibrous Homogeneous	40% Cellulose 10% Synthetic	50% Non-fibrous (Other)	None Detected
14-Glue <small>172105568-0014A</small>	Wallpaper w/ Glue	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
15 <small>172105568-0015</small>	Drywall	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
16 <small>172105568-0016</small>	Drywall	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
17 <small>172105568-0017</small>	Drywall	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
18 <small>172105568-0018</small>	Drywall	Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
19 <small>172105568-0019</small>	Sink Caulking	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
20 <small>172105568-0020</small>	Sink Caulking	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s) \_\_\_\_\_

Kim Wallace (1)  
Mary Hamel (22)

Kimberly Wallace, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Miami Beach County Department of Regulatory and Economic Resources - Job Copy

1122009315 - 5/6/2022 8:53:48 AM

Asbestos Survey Report: Miami Shores Village Hall.pdf

Examiner Date Time Stamp Trade Stamp Name

DAMASO, MARTIN 4/11/2022 12:26:31 PM DASB Disapproved



**APPENDIX C:  
PERSONNEL AND LABORATORY CERTIFICATIONS**

# Asbestos Survey & Mechanical (AHERA Building Inspector) Refresher Training

This is to certify that

Diana R. Placeres

Has attended and completed Refresher training in accordance with Title II of TSCA, 40 CFR Part 763 Appendix C to Subpart E as revised

Date of Course Completion 1/29/21

Date of Course Examination 1/29/21 with Passing Score of 70% or Higher via online course

**Expiration Date 1/29/22**

Certificate # 12921-BIR8

Course # FL-490006359 Provider #  
FL-490005406

Asbestos Online Training, LLC

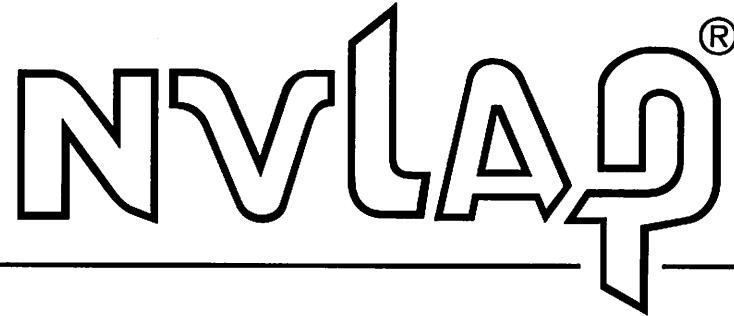
727-873-6442

[info@asbestosonlinetraining.com](mailto:info@asbestosonlinetraining.com)



Instructor

United States Department of Commerce  
National Institute of Standards and Technology



---

**Certificate of Accreditation to ISO/IEC 17025:2017**

---

NVLAP LAB CODE: 200204-0

**EMSL Analytical, Inc.**  
N. Miami Beach, FL

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:*

**Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*



A handwritten signature in black ink, appearing to read 'Dana S. Gorman'. The signature is written in a cursive style.

*For the National Voluntary Laboratory Accreditation Program*

2021-04-01 through 2022-03-31

~~Miami Dade County Department of Regulatory and Economic Resources Job Copy~~  
1122009315 - 5/6/2022 8:53 ~~Effective Dates~~  
Asbestos Survey Report Miami Shores Village Hall.pdf  
Examiner Date Time Stamp Trade Stamp Name  
DAMASO, MARTIN 4/11/2022 12:26:31 PM DASB Disapproved



**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017**

**EMSL Analytical, Inc.**  
 Skylake Executive Industrial Park  
 19501 N.E. 10th Ave., Bay A  
 N. Miami Beach, FL 33179  
 Ms. Kimberly A. Wallace  
 Phone: 305-650-0577 Fax: 305-650-0578  
 Email: kwallace@emsl.com  
 http://www.emsl.com

**ASBESTOS FIBER ANALYSIS**

**NVLAP LAB CODE 200204-0**

**Bulk Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

**Airborne Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

*Handwritten signature of Kimberly A. Wallace*

*For the National Voluntary Laboratory Accreditation Program*