

# **Miami Shores Village**



## **Invitation to Bid No. 2019-Oct-01**

### **“Aquatic Center Competition Pool Resurfacing”**

**Issued October 11, 2019**

**Invitation to Bid Acceptance:  
Tuesday, October 29<sup>th</sup>, 2019, 2:00 P.M.**

**Miami Shores Village Hall  
10050 N.E. 2<sup>nd</sup> Avenue  
Miami Shores, FL 33138**

## MIAMI SHORES VILLAGE, FLORIDA

It is the intent of this Invitation to Bid to contract with a vendor for pool resurfacing services at the Miami Shores Village Aquatics Center Competition Pool per the specifications described herein.

A pre-bid site visit will be held at 10:00 AM on Thursday, October 17, 2019 at the project site, 10200 Biscayne Boulevard, Miami Shores, FL 33138.

Miami Shores Village, Florida (the "Village") will receive sealed bids until 2:00 PM (local), October 29<sup>th</sup>, 2019, at Village Hall, 10050 N.E. 2<sup>nd</sup> Avenue, Miami Shores, FL 33138. Bids received after this time will not be accepted. Faxed or e-mailed proposals shall be rejected and will not be accepted. Bidders shall submit one (1) original bid proposal. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the Village) with all required documentation as outlined herein.

Sealed bids will be opened on October 29<sup>th</sup>, 2019 at 2:00 PM in the **Miami Shores Village Council Chambers** at 10050 NE 2<sup>nd</sup> Avenue, Miami Shores, FL 33138.

In accordance with Chapters 119.071 and 286.0113, Florida Statutes, only the names of the responding firms and the respective bid amounts will be read at the time of opening. Pursuant to Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

Insurance coverage is required for this project; please refer to the Special Provisions.

### **The Village's contact information for this Sealed Bid is:**

**Angela Dorney - Recreation Department**  
9617 Park Drive, Miami Shores, Florida 33138  
Telephone: 305-758-8103  
Email: [DorneyA@msvfl.gov](mailto:DorneyA@msvfl.gov)

Invitation to Bid documents may be obtained via the Internet at the Miami Shores Village website at [www.msvfl.gov](http://www.msvfl.gov). If you do not have internet access, you may obtain the documents by contacting the Village Clerk, Ysabely Rodriguez at 305-762-4870 or via email at [RodriguezY@msvfl.gov](mailto:RodriguezY@msvfl.gov).

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

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 Bid from the time of advertisement of the Bid **until** such time as the Village Manager makes a written recommendation to the Village Council concerning the competitive purchase transaction. For more information on the "Cone of Silence," please contact the Communications Specialist, Elizabeth Keeley at [keeleye@msvfl.gov](mailto:keeleye@msvfl.gov).



## PURPOSE and SPECIFICATIONS

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The purpose of the Invitation to Bid is to select a qualified professional firm to resurface the Miami Shores Village Aquatic Center Competition Pool. The Aquatic Center is located at 10200 Biscayne Boulevard, Miami Shores, FL 33138.

### **SPECIFICATIONS POOL RESURFACING**

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PRODUCT:	Exposed Aggregate
POOL TO BE REFINISHED:	Aquatic Center Competition Pool 10200 Biscayne Boulevard Miami Shores, FL 33138

#### **Summary of Scope of Work**

The scope of work shall include the following components:

- Prepare pool surface for resurfacing including chipping out and sanding exposed aggregate where needed.
- Resurface entire pool using exposed aggregate surfacing.
- Chipping around existing floor tiles and jets.
- Replacing broken floor/wall jets and broken gutter plates.
- Chip out existing drain plate flanges and replace with ones provided by the Village.
- Replace any chipped, missing or broken pool tiles to include gutter and bull nose tiles.
- Fill in any missing grout on existing pool tiles.
- Install 2" white tile around all return outlets to extend 18" from the jet.
- Fill in any missing filler on expansion joints between coping and pool deck.

#### **1.0 GENERAL**

##### **1.1 Description of Work:**

Work to be performed by the contractor shall consist of furnishing all materials, labor, tools, equipment, and supervision for the preparation and application of Exposed Aggregate only.

1.1.1 A "Notice to Proceed" or "Purchase Order" will be issued no later than November 20, 2019. Due to scheduled use of the competition pool, the project should be completed in 30 days, from the time the *Notice to Proceed* is issued, but no later than December 20, 2019. If the project cannot be completed by December 20, 2019, it must start on or after January 13, 2020 and must be completed within 30 days, but no later than February 12, 2020.

1.1.2 A deposit of no more than 50% will be paid to begin the project. The remaining balance will be paid in full, at the approved completion of the project. No payments will be made or issued to the contractor until the project is complete with approved



final inspections and sign off by the Village Manager or his designee.

- 1.1.3 All work hours are to be approved by an Aquatic Center Supervisor, and may be subject to change based on operational hours, programs and events.

**1.2 Qualifications to be considered a Responsive Bidder:**

- 1.2.1 The bidder must show proof of being in business a minimum of ten (10) years under the same corporate licensing.
- 1.2.2 The bidder must show proof of a minimum of three (3) resurfacing references performed within the last seven (7) years, of equal or greater size. Must provide project name, address, telephone number, contact person and description of the work performed.

**1.3 Permits and Fees:**

The contractor shall obtain all permits and pay required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of construction shall be arranged by the contractor as required. On completion of the work, satisfactory evidence shall be furnished to the owner to show all work has been installed in accordance with the ordinances and the code requirements.

**1.4 Inspection of Site:**

- 1.4.1 A pre-bid site visit will be held at 10:00 AM on Thursday, October 17, 2019 at the project site, 10200 Biscayne Boulevard, Miami Shores, FL 33138.
- 1.4.2 Should the contractor need to further acquaint himself with all site conditions after attending the pre-bid site visit, any vendor bidding on this project may physically inspect the aforementioned Aquatic Center competition pool to familiarize themselves with the job. Contact Eric Olsen at (305) 795-2241 for an appointment.
- 1.4.3 It is the sole responsibility of the bidder to visit, inspect, and verify dimensions and the extent of work required. This includes but is not limited to measuring the area to determine the actual quantity of materials to be supplied. Failure to inspect the site prior to bidding will not relieve the contractor of the responsibility of providing all the work and supplying the materials included in these specifications.

**1.5 Protection of Existing Site Conditions:**

The contractor shall take the necessary precautions to protect the site. Should damage be incurred, the contractor shall repair the damage to its original condition at his own expense.

**1.6 Material/Work Not Conforming to the Contract Documents:**

The owner reserves the right to reject material or work which does not conform to the contract documents. Rejected work shall be removed or corrected at the earliest possible time.



**1.7 Site Cleanup:**

The contractor shall maintain all working area free, at all times, of tools, materials, and/or equipment not essential to the progress of the work. Materials and equipment on the jobsite should be stored in a neat and orderly manner. Upon completion of the job, all debris created by the job shall be removed from the job site.

**1.8 Final Inspection:**

The contractor shall maintain all work in first class condition until it has been completed as a whole and has been accepted by the owner. The owner will make a semifinal inspection upon notice from the contractor of completion of the entire project. If, at the semifinal inspection, all construction provided for by the contract is found to be completed to the owner's satisfaction, such inspection shall constitute the final inspection. If, at the semifinal inspection, any work is found unsatisfactory, in whole or in part, the owner shall give the contractor the necessary instructions as to replacement and/or correction of such work, and another inspection shall be made, which shall constitute the final inspection if the work is satisfactorily completed.

**1.9 Final Acceptance:**

Final acceptance of the work may be obtained from the owner upon the satisfactory completion of all work.

**1.10 Materials:**

All materials throughout the resurfacing project shall be new and in perfect condition. No deviations from the specifications shall be allowed unless approved by the owner. All materials should be used in accordance with manufacturer specifications and adhere to guideline set by Florida Department of Health.

**2.0 MATERIALS**

**2.1 Description:**

Exposed Aggregate is a form of decorative concrete achieved by removing the top layer of cement paste and revealing the underlying aggregate. The decorative aggregate now becomes a very durable, skid-resistant surface for the interior of swimming pools.

**3.0 SITE PREPARATION**

**3.1 Protecting the Deck:**

Surrounding deck areas will be protected in high-traffic areas with rubber mats and visqueen plastic as needed.



### 3.2 Protecting the Surface Returns & Gutter System:

Care should be taken to protect and maintain quality and function of existing stainless steel returns, gutters and grates.

## 4.0 **DRAINING THE POOL**

Draining of the pool will be executed under continuous supervision by authorized personnel provided by the contractor. Perimeter well points will be installed around the deep end perimeter prior to draining. Hydrostatic relief plugs will be removed and left open until completion of the project. Precautions should be taken to control ground water (temporary pumps may be installed to control ground water).

## 5.0 **SURFACE PREPARATION**

5.1 All substrates must be free of dirt, grease, oil, dust, chalking or shipping paint, or any foreign material that may prevent or inhibit proper bonding.

5.2 The pool surface will be checked for stability and sounded for any loose or delaminated pool finish. Any structural problems or imperfections found shall be the responsibility of the contractor to repair.

5.3 Existing tile must be undercut for proper seal of pool finish and even application of exposed aggregate applied.

5.4 Surface will be acid washed for proper etching and all acid residues removed with a 3,500 psi pressure washing. All acids will then be neutralized prior to disposal. The pool surface may be bleach washed and degreased with tri-sodium phosphate if necessary.

5.5 Voids where the existing finish has been removed and a single application of exposed aggregate finish will not bring the surface to a uniform plane, will be filled with additional applications to ensure a good workability. Before application of additional material, the surface to be patched will be maintained in a damp condition for several hours prior to application of the material to reduce suction and ensure good bond.

### 5.6 Inlets, Returns, Main Drains and Vacuum Covers

5.6.1 All damaged plastic pool fixtures (to include return covers and gutter plates) should be replaced with new fixtures that meet current Florida Department of Health code requirements.

5.6.2 The area around all fixtures is to be cut back (undercut to a 3/8" depth as well as light niches) and replaced to allow for new pool finish and to ensure a quality seal around the new fixtures. The main drain frame and grate will be installed as required to provide 1/4" minimum ground for new exposed aggregate finish.



5.6.3 Existing stainless steel returns and gutters are not to be altered. Application of the new pool finish should be flush with the existing lower edge of the stainless steel gutter without restricting or altering the flow of surface returns.

**5.7 Shell Cracks:**

5.7.1 It shall be the responsibility of the contractor to fix any imperfections/cracks/damage to the pool shell. Cost for such repairs should be included in the contractor's bid for resurfacing.

5.7.2 Loose surface around cracks will be removed.

5.7.3 Cracks will be cut out or sawed to a depth of not less than ½". This cut out shall take the form of a raglet with parallel sides (not to be a vee-cut).

5.7.4 The raglet will be cleaned, completely free from dust, and a flexible sealant suitable for concrete repairs will be pressed into the raglet in strict accordance with the manufacturer's instructions. (a typical product would be Memeco's Vulkum Sealant No. 116)

5.7.5 Exposed aggregate will be applied directly over the repair work. Subsequent shifting or movement of the pool shell will most certainly cause the crack to recur in the newly applied exposed aggregate; however, flexible material used to repair the crack will preclude the danger of water loss by leakage.

5.7.6 Remove all existing material from the top horizontal portion of the first entrance step so that when the new exposed aggregate material is applied it is flush with the existing lower edge of the stainless steel gutter without impeding return flow.

**5.8 Application of Dura-Bond Mechanical Bonding System:**

5.8.1 A mechanical bonding system shall be applied to all existing pool surfaces before refinishing with exposed aggregate. The use of liquid binding agents will not meet mechanical bonding standards and, therefore, shall not be used.

**5.9 Mixing:**

5.9.1 Only potable water shall be used.

5.9.2 Uniformity from batch to batch is to be ensured by measuring water consistently from batch to batch and by mixing each batch the same amount of time.

5.9.3 Only enough water should be added to bring the material to a smooth lump-free consistency (as determined by the manufacturer).

5.9.4 The mixing process should start by adding 2/3 of the mixing water to the mixer. The appropriate amount of pool finish should be added and then the remaining 1/3 water should be added bringing the mixture to a workable consistency.



## 6.0 APPLICATION OF THE FINISHED PRODUCT

- 6.1 After exposed aggregate has been properly mixed, it may be trowel or spray applied over a dampened substrate. Recommended thickness is ¼" to 3/8".
- 6.2 Pool finishes are designed to be a monolithic coating. Sufficient personnel should be employed to eliminate cold joints. If the pool must be completed in phases, predetermined stopping points must be used, such as tile lane markers, etc.
- 6.3 Once the surface of the pool finish has set hard enough to allow light foot traffic, remove the "cream" or "fat" to expose the quartz aggregate by water washing with a soft bristle broom or soft sponge and water. The timing of the water wash can only be determined at the jobsite taking into consideration the factors of heat, humidity, and substrate suction.
- 6.4 After the finish has been water washed, the applicator may elect to clean the "haze" off the surface by washing with a 50/50 solution of muriatic acid and water. The experienced applicator will determine when an acid wash is needed.
- 6.5 It is acceptable to wait until the following day to acid wash, but the finish must be water washed the same day as application to ensure adequate quartz exposure.
- 6.6 If the entire finishing process is completed in one (1) day, fill the pool immediately. If you elect to leave the pool open until the next day to complete an acid wash, fill the pool immediately upon completion of the acid wash.
- 6.7 Exposed aggregate finish shall not be applied during rain and any material, which has been newly placed, shall be protected in the event of rain by canvas, plastic, or other film. All surfaces will be troweled to a smooth, dense hard finish including radii. Flat surfaces will be made "flat." Material will be brought to level with large trowels during initial application.
- 6.8 No "sponging" of compound radii or steps will be done. Excess tempering of the finish for late troweling will be avoided. The finished surface shall be free of stains, discoloration from trowel burns, streaking, trowel marks, and cat faces before the pool is filled with water.

## 7.0 FILLING THE POOL

After the finish has achieved its initial set, the pool will be gradually filled with water. Care will be used so that fill water does not wash directly against any newly finished surface. The pool will be filled without interruption to help avoid dirt rings. It shall be the owner's responsibility to provide suitable water for initial filling of the pool. ***Care must be taken that the water does not contain excessive amounts of iron, manganese, or other suspended metals, which may stain the newly applied finish.*** The contractor will provide a chelating chemical, which will be added to the water during the fill process to help avoid precipitation of solids, which may be present in the water.





**8.0 START-UP**

Upon fill-up and start-up of the filter system, pool water will be treated with metal sequestering agents and then balanced to National Spa and Pool Institute standards. Initial brushing and vacuuming of the pool will be performed by the contractor.

**9.0 STORAGE**

Inventory shall be turned regularly and kept dry. Bagged product shall be kept dry from all forms of moisture, both direct and indirect, to ensure for maximum product usage, uniformity, and productivity.

**10.0 WARRANTY**

**10.1** The contractor shall provide to the owner a full five (5) year warranty on labor against failure caused by delamination, cracking, or spalling and a full five (5) year manufacturer's warranty on the material.

**10.2** The effectiveness of this product depends upon its proper application and the condition and preparation of the surface to which it is applied.

**10.3** Exposed aggregate should be applied over surfaces prepared as previously described.

**11.0 MAINTENANCE**

The long-term performance of exposed aggregate will be directly proportional to the care taken during the filling process, the first ninety (90) days of pool maintenance and routine consistent maintenance.

**11.1** Start-up procedures should be followed as recommended by Pool Products used.

**END OF SPECIFICATIONS**



**IMPORTANT!**  
**PLEASE READ CAREFULLY BEFORE SUBMITTING PROPOSAL**

**GENERAL PROVISIONS**

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

ACKNOWLEDGMENT OF AMENDMENTS

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

ANTITRUST

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

APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought only in the courts of Miami-Dade County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

ASSIGNMENT

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

AWARD

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



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

#### CANCELLATION

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

#### CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

#### CHANGE IN SCOPE OF WORK

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

#### COLLUSION AMONG PROPOSERS

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. Miami Shores Village may or may not, at its discretion, accept future proposals for the same work from participants in such collusion. More than one (1) proposal from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one (1) proposal for the work being proposal may result in rejection of all proposals in which the



proposer is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a proposal for the work.

CONFLICT OF INTEREST

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

DEBARMENT

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

ERRORS IN EXTENSIONS

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

ETHICS IN PUBLIC PROCUREMENT

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

EXCEPTIONS

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

EXPENSES INCURRED IN PREPARING PROPOSAL

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



FAILURE TO DELIVER

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

FAILURE TO ENFORCE

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

FAIR LABOR STANDARDS

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

FLORIDA PUBLIC RECORDS LAW

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

FORCE MAJEURE

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

IDENTICAL PROPOSALS

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

INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall



indemnify, defend, and hold harmless Miami Shores Village and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those wholly caused by the negligent act or omission of Miami Shores Village.

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

#### INDEPENDENT CONTRACTOR

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

#### INFORMALITIES AND IRREGULARITIES

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

#### LAW COMPLIANCE

Each party will comply with all applicable Federal, State, County and local laws, ordinances, codes, rules, regulations, guidelines and all orders and decrees of bodies or tribunals having jurisdiction or authority related to performance or which may, in any manner affect, the scope of services and/or project under this proposal. This includes, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The Village will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and



Nationality Act. Such violation shall be cause for unilateral cancellation of such agreement by the Village. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility for compliance.

LIMITATION OF COST

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

LOBBYING ACTIVITIES

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

NONAPPROPRIATION

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

NONCONFORMING TERMS AND CONDITIONS

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

NONDISCRIMINATION

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

ORAL STATEMENTS

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

OFFICIAL DOCUMENTS

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





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

#### PATENTS AND ROYALTIES

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

#### PAYMENT PROCEDURES

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

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

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

#### PAYMENT TERMS AND DISCOUNTS

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

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





### PROPOSAL ACCEPTANCE PERIOD

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

### PROPOSAL CLARIFICATIONS

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

### PROPOSER CERTIFICATION

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

### PROPOSER INVESTIGATIONS

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

### PROPOSAL ENVELOPES

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



### PROPOSAL FORM SUBMISSION

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

### PROPOSAL RECEIPT AND OPENING

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

### PROPOSAL WITHDRAWAL

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

### PUBLIC ENTITY CRIME

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



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

#### PUBLIC INFORMATION

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

#### PURCHASE ORDER REQUIREMENT

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

#### QUALIFICATIONS OF PROPOSERS

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

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

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

#### QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the proposer



having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the proposer at no cost to Miami Shores Village. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being proposal must be submitted with the proposal. No product containing asbestos, lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by Miami Shores Village.

#### RECOVERY OF MONEY

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

#### RIGHT TO INSPECT

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

#### RISK OF LOSS

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

#### TAXES

All proposals shall be submitted exclusive of direct Federal, State, and local taxes; however, if the proposer believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item proposal price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Miami Shores Village does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of Village-owned real property. Please refer to Chapter 192, Florida Statutes.

#### UNSATISFACTORY WORK

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



## ACCESS STATEMENT

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

## **END OF GENERAL PROVISIONS**



## SPECIAL PROVISIONS

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

### INSURANCE REQUIREMENTS

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

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

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

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Miami Shores Village by certified mail to: Miami Shores Village, 10050 NE 2<sup>nd</sup> Avenue, Miami Shores, FL 33138. The contractor shall also notify Miami Shores Village, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.



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

**MOTOR VEHICLE INDUSTRY LICENSING**

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

**END OF SPECIAL PROVISIONS**

