

CONTRACT

4/19/2023 | 8:53 EDT

THIS CONTRACT ("Contract") is made and entered into as of the _____ by _____ and between the City of Miami Beach, Florida, a municipal corporation (the "City") and **BRIGHTVIEW LANDSCAPE DEVELOPMENT, INC** (the "Contractor"):

WITNESSETH, that the Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the City, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Specifications, and other Contract Documents, which are hereby incorporated into this Contract by reference, for:

ITB-2022-441-DF-INDIAN CREEK LANDSCAPE, IRRIGATION, BOLLARD LIGHTING, AND CONCRETE PATH INSTALLATION

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless City, and their respective officers and employees, from liabilities, damages, losses and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

The requirements of the Contract Documents, as such term is defined in the Invitation to Bid are hereby incorporated by reference to the Solicitation Terms and Conditions – Goods and Services – Formal Solicitations dated July 7, 2022, and, General Conditions for Construction Contracts dated April 13, 2020, and Solicitation Terms and Conditions – Grants and Federal Requirements dated April 20, 2020 are hereby incorporated by reference as if fully set forth herein. Without limiting the foregoing, the Contract Documents expressly include this Contract, Composite Attachment A (Solicitation Terms and Conditions – Goods and Services – Formal Solicitations dated July 7, 2022 and, General Conditions for Construction Contracts dated April 13, 2020 and, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Attachment B (Plans and Specifications, Invitation to Bid No. ITB-2022-441-DF-Indian Creek Landscape, Irrigation, Bollard Lighting, and Concrete Path Installation and all Addenda thereto), Attachment C (Sunbiz Entity Detail and Contractor's Proposal Response to the ITB), and Attachment D (Insurance requirements). For the avoidance of doubt, all of the documents constituting the Contract Documents now or hereafter existing (including any Change Orders, Work Orders, Field Orders, schedules, shop drawings, issued subsequent to the date of this Contract etc.) shall govern this Project.

In consideration of these premises, the City hereby agrees to pay to the Contractor for the work, when fully completed, the total maximum sum of three million, thirty-two thousand, three hundred and three, and twenty-two cents (\$3,032,303.22). The Contract Price, consists of the following accepted items or schedules of work as taken from the Contractor's Bid Submittal:

Total Base Bid + Indemnification.....	\$ 2,756,639.29
Total Permit Allowance Account.....	\$ 75,000.00

Total Alternate Items (if applicable)..... **NONE**
 Total Owner's Contingency \$ 275,663.93
Contract Price \$3,032,303.22

The Contract Price, exclusive of the Owner's Contingency and Permit Allowance, includes, without limitation, all costs for all labor, materials, equipment, fixtures, freight, field supervision, supervisory expenses, project vehicles, field office and equipment, postage and delivery, safety and first aid, telephone, transportation of employees, parking, insurance, taxes, preparation and maintenance of the construction schedule and the preparation of as-built and shop drawings, as well as Contractor's overhead and profit required for completion of all the Work in accordance with the requirements of the Contract Documents, including work reasonably inferable therefrom, even if such items of Work are not specifically or expressly identified as part of a line item in the Bid Price Form. The Contract Price is subject to such additions and deductions as may be provided for in the Contract Documents. Progress and Final Payments will be made as provided for in the Contract Documents.

Contract Time:

Days for Substantial Completion: **120** days
 Days for Final Completion: **30** days

Liquidated Damages:

Failure to achieve Substantial Completion: **\$2,400.00/day**
 Failure to achieve Final Completion: **\$2,400.00/day**

NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand- delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified.

The place for giving notice shall remain the same as set forth herein, unless such notice information is revised in a Contract amendment duly executed by the City and the Contractor. For the present, the parties designate the following:

For City:

Public Works Department
 City of Miami Beach
 1700 Convention Center Drive
 Miami Beach, Florida 33139
 Attn: Rodney Knowles
 Ph: 786-229-6214
 Email: RodneyKnowles@miamibeachfl.gov

With copies to:

City Attorney
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Rafael Paz, City Attorney
Ph: 305-673-7000
Email: rafaelpaz@miamibeachfl.gov

For Contractor:

Brightview Landscape Development, Inc
Attn: Ariel Caballero
4155 East Mowry Drive
Homestead, FL 33033
Ph: 305-258-8011
Email: Ariel.Caballero@brightview.com

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

FOR CITY:

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

DocuSigned by:
Rafael E. Granado
By: RA88BA08FB5E4CF...
Rafael E. Granado, City Clerk

By: Alina T. Hudak
Alina T. Hudak, City Manager

4/19/2023 | 8:53 EDT
Date: -----

[seal]

FOR CONTRACTOR:

BRIGHTVIEW LANDSCAPE DEVELOPMENT, INC.

By: Ariel Caballero
Ariel Caballero
Name: -----

03 / 09 / 2023
Date: -----

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Justin P. ... ?/Jjh
City Attorney

[seal]

ATTACHMENT A
SOLICITATION TERMS AND CONDITIONS

MIAMI BEACH
FORMAL SOLICITATIONS
TERMS AND CONDITIONS – GOODS & SERVICES
 (July 7, 2022)

1. **GENERAL DISCLAIMERS.**

- a. The solicitation referenced herein is being furnished to the Bidders by the City of Miami Beach (the "City") for the Bidder's convenience. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation. Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Bidders should rely exclusively on their own investigations, interpretations, and analyses. Bidders are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and other all instructions pertaining to the goods relative to this solicitation. Failure to do so will be at the Bidder's risk and may result in the Bid being non-responsive. All expenses involved with the preparation and submission of bid, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidders, and shall not be reimbursed by the City.
- b. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Bid conforming to these requirements will be selected for consideration, negotiation, or approval. Any individual that submits a bid in response to this solicitation agrees that any action taken by the City in response to bids made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such bid, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.
- c. It is the responsibility of each Bidders, before submitting a Bid, to: examine the solicitation thoroughly; visit the site or structure, as applicable, to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work; take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award; study and carefully correlate Bidder's observations with the solicitation. The Bidders shall notify the Procurement Director of all conflicts, errors, or discrepancies in the solicitation of which Bidders knows or reasonably should have known. The submission of a Bid shall constitute an incontrovertible representation by Bidders that Bidders has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the solicitation and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- d. Any action taken by the City in response to bids received pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such bid, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City. In its sole discretion, the City may withdraw the solicitation either before or after receiving bids, may accept or reject bids, and may accept bids which deviate from the solicitation, as it deems appropriate and in its best interest. The City may postpone the deadline for submittal of bids and may, but is not required to, make a reasonable effort to give at least three (3) calendar days electronic notice of any such postponement.
- e. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting bid in response to this solicitation.
- f. Bidders are hereby advised that this solicitation is subject to the following ordinances/resolutions (as applicable), which may be found on the City Of Miami Beach Procurement Department website at <https://www.miamibeachfl.gov/City-hall/procurement/procurement-related-ordinance-and-procedures/>.

Requirement	Code Section or Resolution
Cone of Silence	2-486
Protest Procedures	2-371
Debarment Proceedings	2-481 through 2-406
Lobbyist Registration and Disclosure of Fees	2-397 through 2-485.3
Campaign Contributions by Vendors	2-487
Campaign Contributions by Lobbyists	2-488
Equal Benefits for Domestic Partners	2-373
Living Wage Requirement	2-407 through 2-410
False Claims Ordinance	70-300
Acceptance of Gifts, Favors & Services	2-449
Purchase of Goods and Services Sourced in Mississippi	Resolution 2016-29375
Non-discrimination (boycotts)	2016-3990

2. **ACCEPTANCE OF GIFTS, FAVORS, SERVICES.** Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Bid. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.
3. **ASSIGNMENT.** No contract shall be assigned, transferred, conveyed, sublet or otherwise disposed, including any or all right,

MIAMI BEACH
FORMAL SOLICITATIONS
TERMS AND CONDITIONS – GOODS & SERVICES
 (July 7, 2022)

title or interest therein, or power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

4. **CANCELLATION.** In the event any of the provisions of this Bid are violated by the Bidders, the City shall give written notice to the Bidders stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the Bidders. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the Bidders.
5. **COMPLIANCE WITH THE CITY'S LOBBYIST LAWS.** This solicitation is subject to, and all Bidders are expected to be or become familiar with, all City lobbyist laws. Bidders shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.
6. **DEFAULT.** Failure or refusal of the successful Bidders to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a bid response before such award is made and approved, may result in a claim for damages by the City, and may be grounds for removing the Bidders from the City's vendor list.
7. **DEMONSTRATION OF COMPETENCY.** Pursuant to Section 2-369 of the City Code, when determining the lowest and best Bidders, in addition to price, there shall be a consideration of the following: (1) the ability, capacity and skill of the Bidders to perform the contract; (2) whether the Bidders can perform the contract within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidders; (4) the quality of performance of previous contracts; and (5) the previous and existing compliance by the Bidders with laws and ordinances relating to the contract. In doing so, the City may take any and all actions in deems necessary, including consideration of any legal, financial, operational (facilities, staffing and equipment) factor that may impact the Bidder's ability to successfully perform the contract, and the City may contact any prior or current client, employee or agent of the Bidders.
 - a. The City reserves the right to request supplemental information from Bidders at any time during the solicitation process, unless otherwise noted.
8. **DISPUTES.** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
 - a. Any contract or agreement resulting from the award of this solicitation; then
 - b. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
 - c. The solicitation; then
 - d. The Bidder's bid in response to the solicitation.

In case of any doubt or difference of opinion as to the items and/or goods (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.
9. **ELIMINATION FROM CONSIDERATION.** This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.
10. **EMERGENCY RESPONSE PRIORITY.** It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.
11. **ESTIMATED QUANTITIES.** Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low Bidders meets specifications.
12. **ENVIRONMENTAL REGULATIONS.** The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidders not responsible if the history of violations warrants such determination in the opinion of the City. Bidder shall submit with its proposal, a complete history of all citations and/or violations, notices, and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidders that there are no citations or violations. Bidders shall notify the City immediately of notice of any citation or violation which Bidders may receive after the proposal opening date and during the time of performance of any contract awarded to it.
13. **EXCEPTIONS TO SOLICITATION.** Bidders must clearly indicate any exceptions they wish to take to any of the terms in the solicitation, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly

MIAMIBEACH
FORMAL SOLICITATIONS
TERMS AND CONDITIONS – GOODS & SERVICES
(July 7, 2022)

delineated, in writing, in the bid submittal. The City, 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 City shall require the Bidders to comply with the particular term and/or condition of the solicitation to which Bidders took exception to (as said term and/or condition was originally set forth in the solicitation and any exhibits or Addenda thereto).

14. **FLORIDA PUBLIC RECORDS LAW.** Bidders are hereby notified that all bids including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Bidders agrees to be in full compliance with Florida Statute 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 goods; (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 Bidders 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.
15. **JOINT VENTURES / SINGLE PURPOSE ENTITY.** Joint Ventures are not allowed. bid shall be submitted only by the prime contractor. Bidders may, however, identify sub-contractors or sub-consultants to the prime Bidders who may serve as team members.
16. **FORCE MAJEURE.**
 - a. A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.
 - b. If the City or Contractor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
 - c. The City may, in its sole and absolute discretion, make amendment or equitable adjustment in the contract terms and conditions and/or pricing to address very limited unforeseen circumstances outside of the successful Bidder's control relating to certain supply chain issues and extreme market volatility. The City may, but shall have no obligation to consider or otherwise approve an adjustment, where pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace satisfying, at a minimum, all of the following criteria: 1) the volatility is due to causes wholly beyond the successful Bidder's control; 2) the volatility affects the entire marketplace or industry, not just the particular successful Bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Bidders that continued performance of the Contract would result in an excessive or unreasonable substantial loss or financial hardship to the Bidders, such as, for example, an event implicating insolvency or bankruptcy. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services. For the avoidance of doubt, this section does not in any way alter or affect the allocation of risk between the City and the Bidders pursuant to the Contract, or Bidder's assumption of all risks relating to its performance in accordance with the Contract terms.
 - d. No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

MIAMI BEACH
FORMAL SOLICITATIONS
TERMS AND CONDITIONS – GOODS & SERVICES
 (July 7, 2022)

- e. Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
- f. Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Contractor of such termination. If the Agreement is terminated pursuant to this section, Contractor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.
17. **INDEMNIFICATION.** The bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City 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 the agreement by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The bidder expressly understands and agrees that any insurance protection required by any agreement with the City or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.
18. **INSPECTION, ACCEPTANCE & TITLE.** Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful Bidders until acceptance by the City unless loss or damage results from the gross negligence or willful misconduct of the City.

If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the Bidder's expense.

19. **INSPECTOR GENERAL AUDIT RIGHTS.**
- a. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- b. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present, and proposed City programs, accounts, records, contracts, and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- c. Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- d. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

MIAMI BEACH
FORMAL SOLICITATIONS
TERMS AND CONDITIONS – GOODS & SERVICES
 (July 7, 2022)

- e. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
- i. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- f. The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors, and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.
- g. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Contractor or third parties.
20. **LAWS, PERMITS AND REGULATIONS.** The Bidders shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.
21. **LIABILITY, INSURANCE, LICENSES AND PERMITS.** Where Bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the Bidders will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The Bidders shall be liable for any damages or loss to the City occasioned by negligence of the Bidders, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.
22. **MANNER OF PERFORMANCE.** Bidders agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations, and codes. Lack of knowledge or ignorance by the Bidders with/of applicable laws will in no way be a cause for relief from responsibility. Bidders agrees that the work and goods provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidders agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidders further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Bidders to comply with this paragraph shall constitute a material breach of this contract.
23. **MODIFICATION/WITHDRAWALS OF BIDS.** A Bidders may submit a modified bid to replace all or any portion of a previously submitted Bid up until the Bid due date and time. Modifications received after the bid due date and time will not be considered. bid shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date, or after expiration of **180** calendar days from the opening of bid without a contract award. Letters of withdrawal received after the Bid due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.
24. **MULTIPLE AWARD.** The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group or in its entirety, beginning with lowest, responsive, responsible Bidders (primary), followed by the second lowest, responsive, responsible Bidders (secondary), and continuing with other responsive, responsible Bidders in order of next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.
25. **NON-CONFORMANCE TO CONTRACT CONDITIONS.** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected, and returned at the Bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the Bidders. Any violation of these stipulations may also result in the Bidder's name being removed from the City's vendor list.
26. **NON-DISCRIMINATION.** The Bidders certifies and affirms that it is in compliance with and will be bound by the Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
27. **NON-EXCLUSIVITY.** To the extent applicable, it is the intent of the City to purchase the goods or services specifically listed in the solicitation. However, the City reserves the right to purchase any goods or services awarded from any other governmental or cooperative contract, or on the open market.
28. **OCCUPATIONAL HEALTH AND SAFETY.** The Bidders warrants to the City that any work, goods, supplies, materials or equipment supplied pursuant to this bid shall conform in all respects to the standards set forth in the Occupational Safety and

MIAMI BEACH
FORMAL SOLICITATIONS
TERMS AND CONDITIONS – GOODS & SERVICES
 (July 7, 2022)

Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the Bidders.

29. **OBSERVANCE OF LAWS.** Bidders are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of goods and/or project contemplated by this solicitation (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Bidders will in no way relieve it from responsibility for compliance.
30. **OPTIONAL CONTRACT USAGE.** When the successful Bidders agrees, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.
31. **OSHA.** The Bidders warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the Bidders.
32. **OTHER TERMS AND CONDITIONS.** Any order pursuant to the contract that includes terms and conditions other than those expressly approved in this solicitation or contract shall be null and void and rejected by the City.
33. **PAYMENT.** Payment will be made by the City after the goods have been received, inspected, and found to comply with contract specifications, free of damage or defect, and are properly invoiced.
34. **PATENTS & ROYALTIES.** Bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Bidders uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
35. **PRICES QUOTED.** Prices quoted shall remain firm and fixed during the duration of the contract. In completing the bid form, state both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). The Bidders may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).
36. **PROTESTS.** Any protest concerning the specifications or award of this solicitation shall be in accordance with City Code Section 2-371. Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.
37. **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 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 a bid 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.
38. **RELATIONSHIP TO THE CITY.** It is the intent of the City, and Bidder's hereby acknowledge and agree, that the successful Bidders is considered to be an independent contractor, and that neither the Bidders, nor the Bidder's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.
39. **SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.
40. **TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.
41. **TERMINATION FOR DEFAULT.** If the successful Bidders shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the Bidders of such termination, which shall become effective upon receipt by the Bidders of the written termination notice.

In that event, the City shall compensate the successful Bidders in accordance with the term of the contract for all work and/or services satisfactorily performed by the Bidders prior to termination, net of any costs incurred by the City as a consequence of

MIAMI BEACH
FORMAL SOLICITATIONS
TERMS AND CONDITIONS – GOODS & SERVICES
(July 7, 2022)

the default.

Notwithstanding the above, the successful Bidders shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Bidders, and the City may reasonably withhold payments to the successful Bidders for the purposes of set off until such time as the exact amount of damages due the City from the successful Bidders is determined.

The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful Bidders fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.

42. **TERMINATION FOR CONVENIENCE OF CITY.** The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful Bidders of such termination, which shall become effective thirty (30) days following receipt by Bidders of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful Bidders in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful Bidders, and shall also compensate the Bidders for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful Bidders for any profits that the successful Bidders expected to earn on the balanced of the contract. Such payments shall be the total extent of the City's liability to the successful Bidders upon a termination as provided for in this subsection.
43. **TIE BIDS.** In accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to Bidders certifying that they have implemented a drug free workplace program. A certification form will be required. In the event of a continued tie between two or more Bidders after consideration of the drug free workplace program, the City's Local Preference and Veteran Preference ordinances will dictate the manner by which a tie is to be resolved. In the event of a continued tie after the Local and Veteran Preference ordinances have been applied or the tie exists between Bidders that are not Local or Veteran, the breaking of the tie shall be at the City Manager's discretion, which will make a recommendation for award to the City Commission.
44. **VENUE.** Any legal challenges to this Solicitation shall be brought in Miami-Dade County, Florida, and if legal action is necessary, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. The Bidder and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Solicitation.
45. **CONTRACT EXTENSION.** The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.
46. **AMERICANS WITH DISABILITIES ACT (ADA).** Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.
47. **TRUTH IN NEGOTIATION CERTIFICATE.** Any resulting contract, is issued and governed by section 287.055, Florida statutes shall require a truth in negotiation certificate. Execution of the contract by the consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the contract are accurate, complete, and current as of the date of the contract. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

MIAMI BEACH

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

(April 13, 2020)

ARTICLE 1. DEFINITIONS AND INTERPRETATION OF CONTRACT DOCUMENTS.

1.1. Definitions. The definitions included in this Section are not exhaustive of all definitions used in the Contract Documents. Additional terms may be defined in other Contract Documents. The following terms shall have the meanings specified herein, as follows:

“Applicable Laws” means all laws, codes (including, but not limited to, building codes), ordinances, rules regulations, lawful orders and decrees of governmental authorities having jurisdiction over the Project, Project Site, or the Parties.

“Application for Payment” means the detailed itemized documentation, including all supporting documentation, in a form and substance satisfactory to the City, submitted by the Contractor on a monthly basis in order to obtain the City’s approval for payment for Work performed pursuant to the Contract Documents.

“Bid” means an offer or proposal submitted by a bidder in response to this ITB. The terms “Bid” and “Bid Submittal” are used interchangeably.

“Bidder” means any individual or firm submitting a Bid for this Project.

“Change Order” means a written document ordering a change in the Contract Price and/or Contract Time or a material change in the Work (as defined herein). A Change Order must comply with the requirements of the Contract Documents.

“CIP Inspector/PWD Field Observer” means a City employee charged with observing and documenting, for internal City purposes only, general observations and conditions of the Project including, without limitation, the weather conditions, the number of workers present at the time of observation, general type of work being performed and taking photographs regarding same. Contractor expressly waives any right to assert as a defense to any claim regarding the Project including, without limitation, any dispute between the City and Contractor, and Contractor and any third party, the presence or purported approval or consent of any CIP Inspector or other City employee conducting any field observations during the Project. The Contractor expressly acknowledges that the purpose of such City employee is to observe and document for internal purposes only general observations and conditions of the Project, and in no way is intended to, nor shall be treated as, a person with authority to approve or reject the Work on behalf of the City or any other entity, or to direct the Contractor’s Work in any way. Contractor expressly agrees to waive the presence of such CIP Inspector or other City employee performing field observations as a defense to any Claims involving the Project.

“City” means the City of Miami Beach, a Florida municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139. In all respects hereunder, City’s obligations and performance is pursuant to City’s position as the owner of the Project acting in its proprietary capacity. In the event City exercises its regulatory authority as a governmental body including, but not limited to, its regulatory authority for code inspections and issuance of Building Department permits, Public Works

Department permits, or other applicable permits within its jurisdiction, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City's regulatory authority as a governmental body and shall not be attributable in any manner to City as a Party to this Contract.

"City Commission" means the governing and legislative body of the City.

"City Manager" means the Chief Administrative Officer of the City. The City Manager shall be construed to include the Contract Administrator and any duly authorized representatives of the City as the City Manager may designate in writing at any time with respect to any specific matter(s) concerning the Project and/or the Contract Documents (exclusive of those authorizations reserved to the City Commission or regulatory or administrative bodies having jurisdiction over any matter(s) related to the Project and/or the Contract Documents).

"Claim" means a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract Documents, payment of money, extension of time or other relief with respect to the Contract Documents or Project. The term "Claim" also includes other disputes and matters in question between the City and Contractor arising out of or relating to the Contract Documents. Claims must be initiated by written notice in strict accordance with the Contract Documents. The responsibility for substantiating Claims shall rest with the Party making the Claim. All Claims submitted by Contractor must comply with the requirements of the City's False Claims Ordinance, as set forth in Sections 70-300 et seq., of the City Code, or shall be forfeited in accordance with the terms of the False Claims Ordinance and conclusively waived and released.

"Consultant" means the firm named in the Invitation to Bid Summary as the "Consultant," that has entered into a separate agreement with the City to perform architectural, engineering, or other design and construction administration services for the Project, and who will serve as the "architect of record" and/or "engineer of record" for the Project. Wherever the word "Architect" or "Engineer" or "Consultant" appears in the Contract Documents, it shall be deemed to refer to the Consultant and/or the design professionals engaged by the Consultant. All communications, directives, instructions, interpretations and actions required of Consultant shall be issued or taken only by or through Consultant's authorized representative(s).

"Construction Superintendent" means the individual who is a representative of the Contractor, and who shall be responsible for continuous field supervision, coordination, and completion of the Work, and who shall maintain a full-time on-site, physical presence at the Project Site and satisfy the obligations of Construction Superintendent as provided in the Contract Documents.

"Contract" means the written agreement between the City and the Contractor for the performance of the Work in accordance with the requirements of the Contract Documents, and for the payment of the agreed consideration.

"Contract Administrator" means the City's Contract Administrator shall mean the individual appointed by the City Manager who shall be the City's authorized representative to coordinate, direct, and review on behalf of the City, all matters related to the Project. The initial Contract Administrator for the Project is named in the Invitation to Bid Summary.

"Contract Documents" means all of the documents setting forth bidding information, requirements and contractual obligations for the Project, including this ITB, Contractor's Bid in response thereto, the Contract,

and the Plans and Specifications, together with all addenda to any of the foregoing, Change Orders, Work Orders, Field Orders, schedules and shop drawings, and all other documents required by the ITB for the completion of the Project.

“Contract Price” means the amount established in the Contract Documents as the total amount the City is obligated to pay for full and complete performance of all of the Work required by the Contract Documents (including, but not limited to, all labor, equipment and materials to administer, coordinate, provide related certifications, install and otherwise construct and complete the Project within the Contract Time), and as may be amended by Change Order.

“Contract Time” means the number of days allowed for completion of all Work, as stipulated in the Contract Documents, and as may be amended by Change Order.

“Contractor” means the individual or firm whose Bid is accepted and who enters into the Contract with the City to construct the Project pursuant to the Contract Documents and who is liable for the acceptable performance of the Work and payment of all debts pertaining to the Work.

“Days” means all references to numbers of days in the Contract Documents, shall be construed to mean calendar days, unless specifically noted otherwise. The term "business days" means a day other than a Saturday, Sunday, Federal holiday or any day on which the principal commercial banks located in Miami-Dade County, Florida are not open for business during normal hours.

“Field Order” or **“Field Directive”** means a written order which further describes details or provides interpretations necessary to complete the Work of the Contract Documents but which does not involve a change in the Contract Price or Contract Time.

“Final Completion” means the date upon which all conditions and requirements of the Contract Documents, permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the City; any other documents required to be provided have been received by City; and the Work has been fully completed in accordance with the Contract Documents.

“Notice(s) to Proceed” or **“NTP”** means a written letter or directive issued by the Contract Administrator to Contractor to commence and proceed with portions of the Work as specified therein or a specific task of the Project, and stating any further limitations on the extent to which Contractor may commence and proceed with the Work. Unless otherwise approved by the City at its sole discretion, City’s issuance of a Notice to Proceed for construction or portions thereof shall be contingent upon Contractor obtaining all appropriate permits and satisfying all requirements of agencies having jurisdiction. However, the City is not obligated to immediately issue NTP on the date Contractor obtains all requisite permits and/or satisfies the specified conditions precedent for issuance of NTP. The date of issuance of NTP shall be determined at the City’s sole discretion once Contractor has obtained all required permits and otherwise satisfied all conditions precedent to issuance of NTP.

“Owner’s Contingency” means that separate fund which is available for City’s use at its sole discretion to defray additional expenses relative to the design and construction of the Project, as well as additional expenses expressly chargeable to the City or otherwise deemed the responsibility of the City pursuant to the Contract Documents. The City retains exclusive use and control of the Owner’s Contingency. The Contractor has no right or entitlement whatsoever to the Owner’s Contingency, and use of such funds are subject to the Contract Administrator’s or City Manager’s prior written approval and issuance of a Change Order by the City

at its sole and absolute discretion. Any unused City Contingency remaining at the completion of the Project shall accrue solely to the City.

“Parties” means City and Contractor, and “Party” is a reference to either City or Contractor, as the context may indicate or require.

“Plans” means the drawings or reproductions thereof prepared by the Consultant, which show the location, character, dimensions and details of the Work to be done, and which are a part of the Contract Documents.

“Project” means the improvements described in the Contract Documents and all Work that is contemplated thereby or reasonably inferable therefrom.

“Project Initiation Date” means the date upon which the Contract Time commences.

“Project Manager” means the authorized individual which is the representative of Contractor and who will administer and manage the prosecution of all Work on behalf of the Contractor.

“Punch List” means the list or lists prepared by Contractor, incorporating input provided by the City or Consultant, identifying matters that remain to be completed to achieve Substantial Completion and to be completed between achievement of Substantial Completion and Final Completion in order that Final Completion can be declared by City to have occurred.

“Purchase Order” means the written document issued by the City to the Contractor indicating types, quantities, and/or agreed prices for products or services to be provided to the City.

“Responsible Bidder” means an offeror who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance, including, without limitation, the factors identified in Section 2-369 of the City Code.

“Responsive Bidder” means a person or entity who has submitted a bid which conforms in all material respects to a solicitation. A bid or proposal of a Responsive Bidder must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements by the bid documents to be submitted at the time of bid opening.

“Schedule of Values” means a written schedule setting forth the detailed and itemized cost breakdown, inclusive of labor, material, and taxes of all elements comprising the Contract Price.

“Specifications” means the general term comprising all of the written directions, provisions and requirements contained in the Contract Documents, as amended, describing the work required to be performed, including detailed technical requirements as to labor, materials, supplies, equipment and standards to which such work is to be performed.

“Subcontractor” means any person or entity supplying the Contractor with labor, materials, supplies or equipment used directly or indirectly by the Contractor in the prosecution of the Work.

“Substantial Completion” means the date when the Work, as certified in writing by the Consultant, and determined by the City in its sole discretion, has been developed, designed, engineered and constructed in accordance with the Contract Documents such that all conditions of permits and regulatory agencies have

been satisfied and the Project is ready for occupancy, utilization and continuous commercial operation for the uses and purposes intended by the City, without material interference from incomplete or improperly completed Work and with only minor punch list items remaining to be completed, all as reasonably determined by the City and evidenced by (1) the issuance of a Certificate of Occupancy or Certificate of Completion by the authority having jurisdiction; (2) the issuance of a Certificate of Substantial Completion by the Consultant; and (3) acceptance of such Certificate of Substantial Completion by the City pursuant to the Contract Documents.

“Surety” means the surety company or individual which is bound by the bid bond, or by the performance bond or payment bond with and for Contractor who is primarily liable, and which surety company or individual is responsible for Contractor's satisfactory performance of the work under the contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

“Work” means all construction and services required by or reasonably inferable from the Contract Documents for the completion of the Project, including the provision of all labor, materials, equipment, supplies, tools, machinery, utilities, procurement, fabrication, transportation, construction, erection, demolition, installation, insurance, bonds, permits and conditions thereof, building code changes and governmental approvals, testing and inspection services, quality assurance and/or quality control inspections and related certifications, training, surveys, studies, supervision, and administration services to be provided by the Contractor, and other items, work and services that are necessary or appropriate for the total construction, installation, furnishing, equipping, and functioning of the completed Project, together with all additional, collateral and incidental items, work and services required to achieve Final Completion in accordance with the Contract Documents.

1.2. Interpretation of the Contract Documents.

1.2.1. As used in the Contract Documents, (i) the singular shall include the plural, and the masculine shall include the feminine and neutral, as the context requires; (ii) “includes” or “including” shall mean “including, but not limited to” and “including, without limitation;” and (iii) all definitions of agreements shall include all amendments thereto in effect from time to time.

1.2.2. Whenever it shall be provided in the Contract Documents that the Contractor is required to perform a service or obligation "at its sole cost and expense" or words of substantially similar meaning, the Contractor shall not be entitled to reimbursement for such item and the cost of such service or obligation shall not be included in any Application for Payment.

1.2.3. Contract Documents shall be construed in a harmonious manner, whenever possible. The general intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project by the Contractor.

1.2.4. The Contract Documents shall be taken as a whole and are complementary, and any item of Work called for in any Contract Document shall be as binding as if called for by all, so that any part of the Work shown or described in any of the Contract Documents, though not specifically referred to in other Contract Documents, shall be executed by Contractor and binding as a part of the Contract Documents, as well as any Work which, in the sole opinion of City, may be fairly inferred from the Contract Documents or by normal industry practice.

1.2.5. Detailed plans shall take precedence over general plans for the same part of the Work. Specifications and detailed plans which may be prepared or approved by City after the execution of the Contract and which may be fairly inferred from the original specifications and plans are to be deemed a part of such specifications and plans, and that portion of the Work shown thereby shall be performed without any change in the Contract Price or Project Schedule. With respect to conflicts between large-scale drawings and small-scale drawings, the larger scale drawing shall govern, unless otherwise dictated by Consultant.

1.2.6. Where compliance with two or more requirements is indicated in any of the enumerated Contract Documents and where these requirements within the Contract Documents conflict in quantity or quality, the Contractor shall comply with the most stringent requirement as determined by the City, unless specifically indicated otherwise in the Contract Documents.

1.2.7. As used in the Contract Documents, unless specifically indicated otherwise, references to an Article include all Sections, Subsections, and items within that Article; references to a Section include all Subsections and items within that Section; and references to a Subsection include all items within that Subsection.

1.2.8. Words which have a well-known technical or trade meaning are used herein in accordance with such recognized or well-known meaning, unless the Contract Documents otherwise specifically define such word.

1.2.9. The Recitals, Appendices, Exhibits and Schedules attached hereto are expressly incorporated in and made a part of the Contract Documents as if fully set forth herein.

ARTICLE 2. INTENTION AND PRIORITY OF CONTRACT DOCUMENTS.

2.1. Intention of City. It is the intent of City to describe in the Contract Documents a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

2.2. Priority of Contract Documents. In the event of conflict or inconsistency among the Contract Documents, the following order of precedence shall govern the interpretation of the Contract Documents:

- a. Change Orders or Amendments to this Contract (excluding the Plans and Specifications);
- b. The Contract Documents (excluding the Plans and Specifications);
- c. Modifications or changes to the completed Plans and Specifications, as approved by the City;
- d. The completed Plans and Specifications, as approved by the City; and
- e. The ITB.

In the event of any conflict between the General Terms and Conditions of the ITB (as may be amended by Change Order), and the Specifications, the provisions of the General Terms and Conditions, as amended, shall take precedence and control.

Contractor shall be furnished two (2) copies, free of charge, of the Contract Documents; which shall be preserved and always kept accessible to the City, the Consultant, and their respective authorized representatives. Additional copies of the Contract Documents may be obtained from City at the cost of reproduction.

ARTICLE 3. CONTRACTOR'S DUTIES AND RESPONSIBILITIES.

3.1. Performance of the Work. The Contractor covenants and warrants that it shall be responsible for performing and completing, and for causing all Subcontractors to perform and complete, the Work in accordance with the Contract Documents and all Applicable Laws relating to the Project. Accordingly, Contractor shall furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described in the Contract Documents, and all Work that is contemplated thereby or reasonably inferable therefrom. As part thereof, Contractor shall achieve Substantial Completion within the time period specified in the Invitation to Bid Summary for Substantial Completion, as such date may be extended pursuant to the terms of the Contract Documents, and shall achieve Final Completion of the Project by the date established in the Contract Documents for Final Completion, as such date may be extended pursuant to the terms of the Contract Documents. Unless otherwise provided in the Contract Documents, or as agreed to in writing between City and Contractor, the form and content of all reports, forms and regular submittals by Contractor to City shall be subject to prior approval of the City, and Contractor shall submit such materials to the City for City's approval prior to implementation. City's approval thereof shall not limit City's right to thereafter require reasonable changes or additions to approved systems, reports, forms and regular submittals by Contractor to City.

3.2. Standard of Care. The Work shall be performed in accordance with the professional standards applicable to projects, buildings, or work of complexity, quality and scope comparable to the Work and the Project. More specifically, in the performance of the professional services under this Contract, Contractor shall provide the care and skill ordinarily used by members of its profession practicing under similar conditions for projects of similar type, size and complexity at the same time and locality of the Project. Work shall be performed by the Contractor, Subcontractors, and specific personnel referred to in the in the Contract Documents in accordance with their respective degrees of participation provided and represented to the City by the Contractor from time to time. The Contractor may add Subcontractors as it deems necessary or appropriate in order to carry out its obligations under the Contract Documents, provided such entity shall be suitably qualified and shall be subject to the prior approval of the City. Nothing contained in the Contract Documents shall be construed to create any obligation or contractual liability running from the City to any such persons or entities, including to any Subcontractors.

3.3. Notices to Proceed. Contractor shall be instructed to commence the Work by written instructions in the form of a Purchase Order issued by the City's Procurement Department and a Notice to Proceed issued by the Contract Administrator. At least two (2) Notices to Proceed will be issued for this Contract. Contractor shall commence scheduling activities, permit applications and other preconstruction work within five (5) calendar days after the Project Initiation Date, which shall be the same as the date of the first Notice to Proceed. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to City of all required documents, including but not limited to, Payment Bond, Performance Bond, and Insurance Certificate(s), and after execution of the Contract by both parties.

3.4. Conditions Precedent to Notice to Proceed for Construction of the Work. The following are conditions precedent to the issuance of a Notice to Proceed to authorize Contractor to mobilize on the Project Site and commence with physical construction of the Work (typically, the second NTP for a Project): (1) the

receipt of all necessary permits by Contractor; (2) City's acceptance of the Contractor's full progress schedule in accordance with the Contract Documents, Contractor's submittal schedule, Contractor's Schedule of Values, and list of Subcontractors; (3) Contractor's Hurricane Preparedness Plan; and (4) Contractor's submission to the City and Consultant of any other documents required by the Contractor Documents. The Contractor shall submit all necessary documents required for issuance of the Notice to Proceed with construction of the Work within **twenty-one (21)** calendar days of the issuance of the first Notice to Proceed.

3.5. Warranty. Contractor warrants to City that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant or City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provision of the Contract Documents.

3.6. Personnel Requirements.

3.6.1. The orders of City are to be given through Consultant or the Contract Administrator, which instructions are to be strictly and promptly followed in every case. Contractor shall keep on the Project during its progress, a full-time competent English speaking Construction Superintendent and any necessary assistants, all satisfactory to City. The Construction Superintendent shall not be changed except with the written consent of City, unless the Construction Superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The Construction Superintendent shall represent Contractor and all directions given to the Construction Superintendent shall be as binding as if given to Contractor and will be confirmed in writing by City upon the written request of Contractor. Contractor shall give efficient supervision to the Work, using its best skill and attention.

3.6.2. The Construction Superintendent shall be responsible for management of the Project Site and tasks, including, but not limited to, organization and coordination of the Work of Subcontractor employees; exercising control over rate of construction progress to assure completion of the Project within the Project Schedule; inspecting or observing the Work to enforce conformity to the Contract Documents and supervising trades, subcontractors, clerical staff, and other personnel employed in the construction of the Project. On a daily basis, Contractor's Construction Superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project Site; visitors to the Project Site, including representatives of Consultant; regulatory representatives; any special or unusual conditions or occurrences encountered; and the time of termination of work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project Site and shall be available at all times for inspection and copying by City and Consultant.

3.6.3. The Contract Administrator, Contractor and Consultant shall meet at least weekly or as determined by the Contract Administrator, during the course of the Work to review and agree upon the work performed to date and to establish the critical path activity or Work for the next two weeks. The Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.

3.6.4. If Contractor, in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Contract Documents, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant

will promptly review the same. Any work done after such discovery, until authorized, will be done at Contractor's sole risk.

3.6.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

3.6.6. The Construction Superintendent must have at least five (5) years of experience in projects of similar design, scope, size and complexity. The Project Manager must have at least five (5) years of experience in projects of similar design, scope, size and complexity.

3.7. Subcontracts.

3.7.1. Contractor shall not employ any subcontractor against whom City or Consultant may have a reasonable objection. Contractor shall not be required to employ any subcontractor against whom Contractor has a reasonable objection.

3.7.2. Contractor shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and City or any obligation on the part of City to pay or to see the payment of any monies due any subcontractor. City or Consultant may furnish to any subcontractor evidence of amounts paid to Contractor on account of specific work performed.

3.7.3. Contractor agrees to bind specifically every subcontractor to the terms and conditions of the Contract Documents for the benefit of City. All of the Contractor's agreements with the Subcontractors shall contain the following provisions (or shall incorporate the following provisions by reference) and shall state:

a. that the Subcontractor irrevocably submits itself to the original and exclusive jurisdiction and venue in Miami-Dade County, Florida, with regard to any controversy in any way relating to the award, execution or performance of the Contract Documents and/or such Subcontractor's agreement, and whereby the Subcontractor agrees that service of process on it may be made to the person or entity designated in the Subcontract;

b. that the City shall not be in privity of contract with the Subcontractor and shall not be liable to any Subcontractor under the Contract Documents or any such subcontract, except for the payments of amounts due to the Subcontractor under its subcontract in the event that the City exercises its rights under any assignment of the subcontract and requests or directs the Subcontractor to perform the portion of the Work covered by its subcontract;

c. that the City is a third-party beneficiary of the Subcontract, entitled to enforce any rights thereunder for their respective benefits, and that, subject to the terms of the applicable Subcontract, the City shall have the same rights and remedies vis-à-vis such Subcontractors that Contractor shall have, including the right to be compensated for any loss, expense or damage of any nature whatsoever incurred by the City resulting from any breach of such Subcontract by Subcontractor, any breach of representations and

warranties, if any, implied or expressed, arising out of such agreements and any error, omission or negligence of such Subcontractor in the performance of any of its obligations under such Subcontract;

d. that the Subcontractor shall indemnify and hold harmless the City, its officers, agents, directors, and employees, and instrumentalities to the fullest extent permitted by Section 725.06 of the Florida Statutes;

e. that such subcontract shall be terminable for default or convenience upon ten (10) days prior written notice by Contractor, or, if the Subcontract has been assigned to the City, by the City or its designee;

f. that Subcontractor shall promptly notify the City (with a copy to Contractor) of any default of Contractor under the Subcontract, whether as to payment or otherwise;

g. that Contractor and Subcontractor acknowledge that (i) they are each entering into a contract for the construction of a public facility or public works project as contemplated in Chapter 255, Florida Statutes, and (ii) each have no right to file a construction lien against the Work or the Project, and further agree to include a similar requirement in any purchase order or subcontract entered into by Subcontractor; and (iii) the payment bond provided by Contractor pursuant to this Agreement is a substitute for the right to claim a lien on the Project, and that any claims for nonpayment shall be made against the bond in accordance with Section 255.05, Florida Statutes.

h. that Subcontractor shall comply with all Applicable Laws (including prompt payment) and the City requirements as set forth in the Contract Documents and maintain all files, records, accounts of expenditures for Subcontractor's portion of the Work to the standards set forth in the Contract Documents.

i. that the City may, at reasonable times, contact Subcontractor, after notice to Contractor, to discuss, or obtain a written report of, Subcontractor's services, with Contractor entitled to be present during any such discussions; provided that in no event, prior to any assignment of the Subcontract to the City, shall Subcontractor take instructions directly from the City;

j. that Subcontractor promptly disclose to the City and Contractor any defect, omission, error or deficiency in the Contract Documents or the Work about which it has knowledge no later than ten (10) days following discovery of such defect, omission, error or deficiency;

k. that Subcontractor assign all warranties directly to the City,

l. that the Contract Documents provide a limitation of remedies and NO DAMAGES FOR DELAY as delineated in Article 10 hereof;

m. that in the event of a change in the Work the Subcontractor's Claim for adjustments in the subcontract price shall be limited exclusively to its actual costs for such changes, plus no more than the overhead and profit fees/markups and bond costs to be established as part of the GMP Amendment.

n. Each subcontract shall require the Subcontractor to expressly agree that the foregoing constitutes the sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the subcontract price, damages, losses or additional compensation.

o. Each subcontract shall require that any claims by Subcontractor for delay or additional cost must be submitted to Contractor within the time and in the manner in which the Contractor must submit Claims to the City, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims in the same manner as provided for in the Contract Documents.

3.7.4. Contractor shall perform the Work with its own forces, in an amount not less than the percentage of the Work specified in the Invitation to Bid Summary.

3.8. Plans and Working Drawings.

3.8.1. Contractor to Check Plans, Specifications and Data. Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor shall not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by Consultant. Contractor shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and failed to report it to Consultant, or unless Contractor should have recognized such error, omission or discrepancy upon reasonable investigation.

3.8.2. Supplementary Drawings. When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant. The supplementary drawings shall be binding upon Contractor and shall be considered as part of the Contract Documents. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made by Change Order. In case of disagreement between the written and graphic portions of the Contract Documents, the written portion shall govern.

3.8.3. Shop Drawings.

3.8.4.1. Contractor shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

3.8.4.2. Within ten (10) calendar days after the Project Initiation Date specified in the Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Submission of such documents is a condition precedent to the issuance of a Notice to Proceed for construction. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

3.8.4.3. After the approval of the list of items required herein, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. Contractor shall include all shop drawings and other submittals in its certification.

3.8.4.4. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.

3.8.4.5. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.

3.8.4.6. Consultant shall review and approve Shop Drawings within seven (7) calendar days from the date received, unless said Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.

3.8.4.7. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Consultant along with its comments as to compliance, noncompliance, or features requiring special attention.

3.8.4.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

3.8.4.9. Contractor shall submit the number of copies required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

3.8.4.10. Contractor shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.

3.8.4. Field Layout of the Work and Record Drawings. The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor.

3.8.5.1. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be delivered to Consultant prior to Substantial Completion, in accordance with the Contract Documents.

3.8.5.2. Contractor shall maintain in a safe place at the Project Site one record copy of all Drawings, Plans, Specifications, addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.

3.8.5.3. Prior to, and as a condition precedent to Final Payment, Contractor shall submit to City, Contractor's record drawings or as-built drawings acceptable to Consultant.

3.8.5. Art in Public Places (“AIPP”) Coordination. Contractor shall coordinate the implementation of the City’s AIPP commissions and installations for the Project, if any, with all such coordination Work covered within the Contract Price, provided, however, that the City shall separately fund the commissioning and installations of all AIPP artworks.

3.8.6. City’s Participation. THE CITY HAS NO OBLIGATION TO ASSIST, FACILITATE AND/OR PERFORM IN ANY WAY THE CONTRACTOR’S OBLIGATIONS UNDER THE AGREEMENT OR OTHER CONTRACT DOCUMENTS. THE CITY’S PARTICIPATION, FACILITATION AND/OR ASSISTANCE TO THE CONTRACTOR SHALL BE AT ITS SOLE DISCRETION AND SHALL NOT, IN ANY WAY, BE CONSTRUED, INTERPRETED AND/OR CONSTITUTE AN ASSUMPTION BY THE CITY OF CONTRACTOR’S OBLIGATIONS, A WAIVER OF CONTRACTOR’S OBLIGATIONS AND/OR EXCUSE ANY BREACH BY CONTRACTOR OF ITS OBLIGATIONS UNDER THE CONTRACT DOCUMENTS. THE PARTICIPATION IN THE PERFORMANCE OF ANY OF CONTRACTOR’S OBLIGATIONS SHALL NOT PRECLUDE THE CITY FROM DECLARING CONTRACTOR IN DEFAULT FOR CONTRACTOR’S FAILURE TO PERFORM SUCH OBLIGATION, NOR SHALL IT LIMIT, IN ANY WAY, THE CITY’S RIGHTS AND REMEDIES IN CONNECTION THEREWITH. THE CONTRACTOR EXPRESSLY ACKNOWLEDGES AND AGREES NOT TO RAISE OR ASSERT AS DEFENSE TO ANY CLAIM, ACTION, SUIT AND/OR OTHER PROCEEDING OF A SIMILAR NATURE, THE CITY’S PARTICIPATION, ASSISTANCE AND/OR FACILITATION IN THE PERFORMANCE OF CONTRACTOR’S OBLIGATIONS. INCLUDING, WITHOUT LIMITATION, ASSISTING WITH OBTAINING PERMITS OR WITH COORDINATION WITH UTILITIES, OR OTHER MATTERS RELATED TO THE PROJECT. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION AND/OR ANY OTHER PROVISION OF THIS AGREEMENT OR OTHER CONTRACT DOCUMENTS, THIS SECTION SHALL GOVERN.

3.8.7. City’s Information. Except for any tests or studies that the City provides as part of the ITB, any information provided by the City to the Contractor relating to the Project and/or other conditions affecting the Project Site, is provided only for the convenience of the Contractor and does not relieve the Contractor of the due diligence necessary to independently verify local conditions and Site Conditions. The City makes no representation or warranty as to, and assumes no responsibility whatsoever with respect to, the sufficiency, completeness or accuracy of any such test, studies or other information and makes no guarantee, either express or implied, that the conditions indicated in such information or independently found by the Contractor as a result of any examination, exploration or testing, are representative of those existing throughout the performance of the Work or the Project Site, and there is no guarantee against unanticipated or undisclosed conditions.

ARTICLE 4. CONTRACT PRICE.

4.1. If the Invitation to Bid Summary or any other Contract Documents contemplate unit pricing for the Project or any portion thereof, City shall pay to Contractor the amounts determined for the total number of each of the units of work completed at the unit price stated in the schedule of prices bid. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Work covered by the Contract Documents. Payment shall be made at the unit prices applicable to each integral part of the Work. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of work not covered by a definite Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

4.2. If the Invitation to Bid Summary or any other Contract Documents contemplate lump sum pricing for the Project, the Contract Price shall be the amount specified in the Contract, consisting of a base bid, and a separate line item for the Owner's Contingency (to be used solely by the City at its sole discretion for the purposes described in the Contract Documents). The Contract Price, exclusive of the Owner's Contingency, shall be full compensation for all labor, materials, equipment, costs, and expenses, including overhead and profit, associated with completion of all the Work accordance with the requirements of the Contract Documents, including all Work reasonably inferable therefrom, even if such item of Work is not specifically or expressly identified as part of a line item in the ITB Price Form.

4.3. To the extent the Project includes both unit prices and a lump sum price, then all sections of this Article 4 shall apply to the item of Work in question, as applicable.

4.4. No Compensation Prior to Notice to Proceed. Prior to the City's issuance of any Notice to Proceed, Contractor shall not incur any cost to be reimbursed as part of the Project, except as the Contract Administrator may authorize in writing.

4.5. Owner's Contingency. The Owner's Contingency shall be an amount, determined by the City, which will be available to the City to pay for Project costs which are expressly chargeable to the City or determined to be the City's responsibility under the Contract Documents, including, as it relates to the Contractor, the following increased costs of the Project incurred by Contractor:

a. Express written changes in the Work made in the discretion of the City after issuance of a Change Order or Construction Change Directive relating thereto. The decision to make such changes, and to incur the costs that arise there from, shall be in the sole discretion of the City. No costs may be charged to the Owner's Contingency under this subsection without express approval of City.

b. Changes to the Work if ordered by agencies having jurisdiction, provided such Work directly results from City's issuance of a Notice to Proceed prior to obtaining full permits thereon;

c. In the event of Excusable Delay, reasonable acceleration costs to meet milestones, if approved by the City at its sole and absolute discretion;

d. Differing site conditions pursuant to the Contract Documents;

e. Post-hurricane or storm-related Construction Change Directives (to address matters that are in addition to, or not covered by, the Contractor's City-approved Hurricane Preparedness Plan required by the Contract Documents);

f. Increased Costs of the Work resulting from other actions of the City deemed to be City's responsibility and/or compensable under the Contract Documents.

Unless Contractor secures City's written agreement that such costs are City's responsibility, documentation of responsibility for such costs shall be submitted with the Contractor's Claim. When Contractor has reason to anticipate that such costs may be incurred, it shall be the Contractor's responsibility, when feasible, to provide the City with sufficient advance notice, so as to provide the City with a reasonable opportunity to avoid such costs. Such costs shall be deemed the City's responsibility if City subsequently agrees in writing to grant the Claim and accept such responsibility, or if the Claim is granted and responsibility assigned to City pursuant to the dispute resolution process under the Contract Documents and all reviews thereof are exhausted or waived by City. The Contractor has no right or entitlement whatsoever to the Owner's

Contingency, and use of such funds are subject to the City's prior written approval and issuance of a Change Order or Construction Change Directive by the City at its sole and absolute discretion. Any unused City Contingency remaining at the completion of the Project shall accrue solely to the City.

ARTICLE 5. APPLICATION FOR PAYMENT.

5.1. Applications for Payment for the Work performed by Contractor shall be made monthly based upon the percent completion of the Work for each particular month and in accordance with the Contract Documents. The percent completion shall be based upon the updated and City-approved Project Schedule as required by the Contract Documents. Contractor's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by Consultant or City. Contractor shall include, with each Application for Payment, an updated progress schedule as required by the Contract Documents and a release of liens and consent of surety relative to the Work which is the subject of the Application. Following submission of acceptable supporting documentation along with each Application for Payment, City shall make payment to Contractor after approval by Consultant of an Application for Payment, less retainage as herein provided for and/or withholding of any other amounts pursuant to the Contract Documents, within twenty-five (25) days in accordance with Section 218.735 of the Florida Statutes.

5.2. The City shall withhold from each progress payment made to Contractor retainage in the amount of ten percent (10%) of each such payment until fifty percent (50%) of the Work has been completed. The Work shall be considered 50% complete at the point at which the City has expended 50% of the approved Cost of the Work together with all costs associated with existing change orders or other additions or modifications to the construction services provided for in the Contract Documents.

Thereafter, the Contract Administrator shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor, until Substantial Completion. Any reduction in retainage shall be in accordance with Section 255.078 of the Florida Statutes, as may be amended, and shall otherwise be at the sole discretion of the Contract Administrator, after considering any recommendation of Consultant with respect thereto. Contractor shall have no entitlement to a release of, or reduction in, retainage, except as may be required herein or by Florida law. Any interest earned on retainage shall accrue to the benefit of City. All requests for retainage reduction shall be in writing in a stand-alone document, separate from monthly applications for payment.

5.3. Notwithstanding any provision hereof to the contrary, the City may withhold payments to the Contractor in the following circumstances:

a. correction or re-execution of Work which is defective or has not been performed in accordance with the Contract Documents and which the Contractor has failed to correct in accordance with the terms of the Contract Documents;

b. past due payments owed to Subcontractors for which City has not been provided an appropriate release of lien/claim (whether or not the Work in question is the subject of any dispute);

c. the City's remedies arising from any failure to perform the Contract Documents' requirements or uncured Default of this Contract by the Contractor;

d. damage to another contractor or third-party (including, without limitation, the property of any resident or business in the area surrounding the Project Site) which has not been remedied or, damage to City property which has not been remedied;

e. liquidated damages;

f. failure of Contractor to provide a Recovery Schedule in accordance with the Contract Documents;

g. failure of Contractor to provide any and all material documents required by the Contract Documents including, without limitation, the failure to maintain as-built drawings in a current and acceptable state; and

h. pending or imminent Claims of the City or others including, without limitation, Claims which are subject to Contractor's indemnity obligation under the Contract Documents, for which the Contractor has not posted bonds or other additional security reasonably satisfactory to the City.

Except as otherwise specifically provided in the Contract Documents, in no event shall any interest be due and payable by the City to the Contractor or any other party on any of the sums retained by the City pursuant to any of the terms or provisions of any of the Contract Documents.

5.4. No acceptance. No progress payment made by the City to Contractor shall constitute acceptance of any portion of the Work, any goods or materials provided under this Agreement or any portion thereof. No partial or entire use or occupancy of the Project by the City shall constitute an acceptance of any portion of the Work or the complete Project which is not in accordance with the Contract Documents.

5.5. Final Bill of Materials. Upon request by the City, Contractor shall be required to submit to City and Consultant a final bill of materials with unit costs for each bid item for supply of materials in place. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with unit costs established for each Contract item. A Final Certificate for Payment cannot be issued by Consultant until Contractor submits the final bill of materials and Consultant verifies the accuracy of the units of Work.

5.6. Payment by City for Tests. Except when otherwise specified in the Contract Documents, the expense of all tests requested by Consultant shall be borne by City and performed by a testing firm chosen by the City. For road construction projects the procedure for making tests required by Consultant will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction. The cost of any required test which Contractor fails shall be paid for by Contractor.

5.7. Form of Application: Projected Payment Schedule. The Contractor shall make each Application for Payment on AIA Form G702 or other form approved by the City, which incorporates the budget and the Schedule of Values. For each line item, the Contractor shall state the approved cost, the cost to date, and the projected total cost, and retainage held (if any), shall state that the projected total cost shall not exceed the approved cost, as adjusted by Change Order. Each Application for Payment shall also state the actual costs incurred by the Contractor for the payment period covered by such Application for Payment.

ARTICLE 6. PROJECT SCHEDULE AND CONTRACT TIME.

6.1. Time for Completion. Time is of the essence throughout this Contract. Contractor shall perform the Work so as to achieve Substantial Completion within the number of days specified for Substantial Completion in the Invitation to Bid Summary, and the Project shall be completed and ready for final payment as set forth herein within the number of days specified for Final Completion in the Invitation to Bid Summary, with such Final Completion date calculated from the date certified by Consultant as the date of Substantial Completion.

6.2. Project Schedule; Preliminary Matters. As a condition of issuance of a Notice to Proceed for the construction of the Work (typically, NTP2), Contractor shall submit to Consultant for Consultant's review and acceptance:

6.2.1. A project "Base Line" schedule, one (1) copy on a CD and One (1) hard copy (activities arranged in "waterfall"), in the indicated form for Final review and approval, in accordance with the Project Scheduling Format required in the Invitation to Bid Summary.

(CPM shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction.")

Contractor shall provide a preliminary man loaded, logic based "Base Line" Project schedule using "Early Start" and "Early Finish" dates for each activity. The Contractor shall include, in addition to normal work activity input, input that encompasses all submittal approvals, delivery durations for important materials and/or equipment, and Logic relationships of activities including physical and site restraints.

The preliminary Base Line project schedule when submitted shall have attached a run of the programs generated error report that states no errors and be acceptable to Consultant and City.

Monthly, Contractor shall submit with each Application for Payment an update of the Project Schedule with an error report stating no errors (that does not revise the base line schedule), showing the progress for the month ("Progress Schedule"). CONTRACTOR SHALL SUBMIT ONE HARD COPY AND ONE ELECTRONIC COPY (including a native version and a pdf). In addition to the Progress Schedule Contractor shall include a narrative report of the months' progress, an explanation of any delays and or additions/deletions to activities. City's acceptance of a Progress Schedule for purposes of City's approval of an Application for Payment shall not constitute or be construed as City's approval of the Progress Schedule itself, or as approval of any change to the Project Schedule. Any changes to the Project Schedule, if agreed to, shall be memorialized in a duly executed Change Order.

It is strongly recommended that Contractor or the professional who performs scheduling have a vast knowledge in the use of the required scheduling software specified in the Invitation to Bid Summary to develop and update the project schedule.

CONTRACTOR agrees to attend weekly progress meetings and provide an two (2) week look ahead schedule for review and discussion and monthly be prepared to discuss any:

- 1) Proposed changes to the Base Line schedule logic;
- 2) Explain and provide a narrative for reasons why logic changes should be made;
- 3) Update to individual subcontractor activities; and
- 4) Integration of changes into the schedule.

The Project Schedule shall be the basis of the Contractor's Work and shall be complied with in all respects.

6.2.2. A preliminary schedule of Shop Drawing submissions; and

6.2.3. In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary schedule of values for all of the Work which may include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work which will be confirmed in writing by Contractor at the time of submission. If requested by the City, Contractor shall provide additional breakdowns as to any line item, to show labor, equipment, materials and overhead and profit.

6.2.4. After award but prior to the submission of the progress schedule, Consultant, Contract Administrator and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, that by facilitating Contractor's efforts to coordinate with such utilities, City is not assuming the obligation to coordinate any necessary relocations and Contractor shall be solely responsible for such coordination.

6.2.5. At a time specified by Consultant but before Contractor starts the work at the Project Site, a conference attended by Contractor, Consultant and others as deemed appropriate by Contract Administrator will be held to discuss the schedules to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

6.2.6. Within five (5) days from the Project Initiation Date set forth in the Notice to Proceed, a pre-construction meeting attended by Contractor, Consultant and others, as appropriate, will be held to finalize the schedules submitted. Within ten (10) days after the Project Initiation Date set forth in Notice to Proceed, the Contractor shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for Consultant review. The finalized progress schedule will be accepted by Consultant only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by City or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on Consultant or City responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing the submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

6.3. Recovery Schedule.

6.3.1. If Contractor's Work, or any portion of the Work, becomes more than (30) days behind schedule, if the Work on any critical path item or activity delineated in the Project Schedule is delayed for a period which exceeds 5% of the days remaining until a completion deadline for an item in the Project Schedule, or if the reasonably appears that the Contractor will be unable to meet the deadlines of the Project Schedule, the City may notify Contractor of same, and in such case, the Contractor shall submit a proposed recovery plan to regain lost schedule progress and to achieve any Project milestones, Substantial Completion, and Final Completion in accordance with the Contract Documents ("Recovery Schedule"), after taking into account Excusable Delays (as hereinafter defined) and permitted extensions of the Project for

review and acceptance within seven (7) days following notification from the City, so as to ensure Contractor makes up lost time.

6.3.2. City shall notify Contractor within five (5) business days after receipt of each Recovery Schedule, whether the Recovery Schedule is deemed accepted or rejected. Within five (5) business days after City's rejection of any Recovery Schedule, Contractor will resubmit a revised Recovery Schedule incorporating City's comments. If the City accepts Contractor's Recovery Schedule, Contractor shall, within five (5) business days after City's acceptance, incorporate and fully include the Recovery Schedule into the Project Schedule and deliver same to City.

6.3.3. If the Contractor fails to provide an acceptable Recovery Schedule, as determined by City in its sole discretion, that demonstrates Contractor's ability to timely follow the Project Schedule, the City may, without prejudice to any other rights and remedies available to the City hereunder or otherwise, declare an Event of Default or order the Contractor to employ such extraordinary measures, including acceleration of the Work, and other measures, including substantially increasing manpower and/or necessary equipment, as may be necessary to bring the Work into conformity with the Project Schedule.

6.4. Substantial Completion. As a condition of Substantial Completion, all of the following must occur:

6.4.1. All Work affecting the operability of the Project or safety has been completed in accordance with the Contract Documents;

6.4.2. If applicable, all pre-commissioning activities, including alignment, balancing, lubrication and first-fill, have been completed;

6.4.3. The Work may be operated within manufacturers' recommended limits (with all installation instructions, operations and maintenance manuals or instructions for equipment furnished by Contractor, catalogs, product data sheets for all materials furnished by Contractor and similar information provided), in compliance with Applicable Laws, and without damage to the Work or to the Project;

6.4.4. Contractor has corrected all defects, deficiencies and/or discrepancies to the entire Work as identified by the City or the Consultant, and the Consultant confirms such corrections have been made in writing;

6.4.5. The most recent updated set of "as-built" drawings reflecting the progress of the Work through Substantial Completion (in native file format, such as autoCAD);

6.4.6. When Contractor believes it has achieved Substantial Completion, Contractor shall request an inspection by the City and the Consultant, and shall provide the City with evidence supporting its assessment of Substantial Completion, including any specific documents or information requested by the City to assist in its evaluation thereof. Contractor shall, prior to said inspection, develop its preliminary Punch List for input and comment by the City and the Consultant. Once the preliminary Punch List is submitted to the City, the City and its representatives shall then schedule a walk-through of the Project with Contractor and the Consultant. Following the walk-through, Contractor shall develop and provide City with the list of all remaining items of Work to be completed or corrected, and which incorporates items and comments identified or provided by the City and Consultant comments and is certified for completeness and accuracy by the Consultant ("Substantial Completion Punch List"), provided, however, that failure to include any items on

such Substantial Completion Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents; and

6.4.7. Any and all appurtenances, utilities, transportation arteries and any other items required under the Contract Documents and necessary to serve that portion of the Work are sufficiently completed, a temporary certificate of completion or Certificate of Occupancy, as applicable, is issued for the Work for which a Certificate of Substantial Completion is being sought and/or all conditions or requirements of authorities having jurisdiction are complied with, to permit the City to utilize and occupy that portion for its intended use in accordance with the Contract Documents without material interference from any incomplete or improperly completed items of Work;

6.4.8. With respect to any Project for which a right-of-way permit is required from the City's Public Works Department or which includes a final lift of asphalt as part of the Work, in no event shall Substantial Completion occur prior to the final lift of asphalt and acceptance thereof by the agencies having jurisdiction (including, without limitation, the City's Public Works Department).

6.5. Certificate of Substantial Completion. Any determination by the Consultant and the Contractor of Substantial Completion shall not be binding on the City, and the ultimate determination of Substantial Completion shall rest with the City and shall be evidenced by the City's executing and returning to the Contractor its Certificate of Substantial Completion (or Partial Substantial Completion, as applicable).

6.5.1. When the City, on the basis of an inspection, determines that the Work or designated portion thereof is substantially complete, and when the Contractor has complied with all other conditions precedent to Substantial Completion provided for in the other Contract Documents, the City will then prepare a Certificate of Substantial Completion which shall establish the Substantial Completion Date, shall state the responsibilities of Contractor, if any, for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed in the Substantial Completion Punch List. If the City issues a Certificate of Substantial Completion on the basis of partial completion of the Project, or upon the basis of a partial or temporary certificate of occupancy or certificate of completion, as applicable, City may include such additional conditions, as it deems appropriate to protect its interests pending substantial completion of the entire Project or issuance of a permanent certificate of occupancy or certificate of completion, as applicable.

6.5.2. The City shall not unreasonably withhold or condition acceptance and execution of a Certificate of Substantial Completion (or a Notice of Partial Substantial Completion); provided, however, the Project shall not be deemed Substantially Complete and the City shall not execute a Certificate of Substantial Completion until all of the criteria for achieving Substantial Completion as identified in the Contract Documents have been satisfied, and (2) in the case of a portion of the Project, the conditions set forth this Article 6 relating to Partial Substantial Completion shall have been satisfied.

6.6. Partial Substantial Completion. Partial Substantial Completion of the Work shall occur when the City determines that a portion of the Work, as defined in the Contract Documents and/or otherwise by logical boundaries, is Substantially Complete in accordance with the Contract Documents. The City may (but shall not be obligated to) agree that a portion or component of the Work, acceptable to the City in its sole discretion, may be certified as Substantially Complete provided that:

6.6.1. The requirements provided in this Article 6 for issuance of a Certificate of Substantial Completion are complied with for the portion of the Work for which a Notice of Partial Substantial Completion is being

sought;

6.6.2. Such portion and any and all appurtenances, utilities, transportation arteries and any other items required under the Contract Documents and necessary to serve that portion of the Work are sufficiently completed, a temporary certificate of completion or Certificate of Occupancy, as applicable, is issued for the portion of the Work for which a Certificate of Partial Substantial Completion is being sought and/or all conditions or requirements of authorities having jurisdiction are complied with, to permit the City to utilize and occupy that portion for its intended use in accordance with the Contract Documents without material interference from any incomplete or improperly completed items of Work;

6.6.3. The City is fully able to use and occupy the portion of the Work for the purposes intended and the Contractor separates the portion of the Work which is Substantially Complete from non-complete areas of the Project in order to prevent noise, dust and other construction disturbances which would materially interfere with the use of such portion for its intended use in accordance with the Contract Documents and to assure the safety of those entering, exiting and occupying the Substantially Completed portion of the Work;

6.6.4. Partial Substantial Completion shall not constitute Final Completion of the Work or Substantial Completion of the Project, nor shall it relieve the Contractor of any responsibility for the correction of Work (whether or not included in portion of Work Substantially Complete) or for the performance of Work not complete at the time of Partial Substantial Completion.

6.7. Liquidated Damages.

6.7.1. Upon failure of Contractor to achieve Substantial Completion within the time period specified in the Invitation to Bid Summary for Substantial Completion, as such date may be extended pursuant to the terms of the Contract Documents, Contractor shall pay to City the sum specified in the Invitation to Bid Summary for "Liquidated Damages" for each calendar day after the time specified in the Invitation to Bid Summary for Substantial Completion, plus any approved time extensions, for Substantial Completion. Partial Substantial Completion shall not relieve Contractor of any responsibility for Liquidated Damages for failure to timely achieve Substantial Completion.

6.7.2. After Substantial Completion is achieved, should Contractor fail to complete the remaining Work within the time specified in the Invitation to Bid Summary for Final Completion, plus approved time extensions thereof, Contractor shall pay to City the sum set forth in the Invitation to Bid Summary as "Liquidated Damages" for each calendar day after the time specified in the Invitation to Bid Summary for Final Completion, plus any approved extensions.

6.7.3. Contractor agrees that the Liquidated Damages set forth herein are not penalties and have been set based on an evaluation by City of damages to City and the public caused by untimely performance. Such damages may include loss of revenues to the City, and additional costs of administering this Agreement, including Project staff, legal, accounting, consultants and overhead and other administrative costs. Contractor acknowledges that the amounts established for Liquidated Damages are fair and commercially reasonable. Contractor and City have agreed to the Liquidated Damages in order to fix Contractor's costs and to avoid later disputes over which items are properly chargeable to Contractor as a consequence of Contractor's delays.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given. City is authorized to deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as City may, in its sole discretion, deem just and reasonable. Liquidated Damages shall apply, whether or not the City terminates Contractor for cause and whether or not Surety completes the Project after a Default by Contractor.

Liquidated Damages shall apply solely to claims arising from delay in meeting any milestone for which the right to assess Liquidated Damages is specified, including, without limitation, Substantial Completion, and Final Completion, and shall be the City's sole remedy for delay, and are not intended to, and do not, liquidate Contractor's liability under any other provision of the Contractor Documents for other events not specifically referenced in this Article 6. Liquidated Damages shall not liquidate Contractor's liability under the indemnification provisions of this Agreement.

Contractor, in addition to reimbursing City for Liquidated Damages or other damages for untimely performance as provided herein, shall reimburse City for all costs incurred by City to repair, restore, or complete the Work, as may be provided by the Contract Documents, including, without limitation, any additional design fees that may be due to the Consultant related thereto. All such costs shall be deducted from the monies otherwise due Contractor for performance of Work under this Agreement by means of unilateral credit or deductive Change Orders issued by City.

In the event a court of competent jurisdiction determines that any Liquidated Damages amount herein is unenforceable notwithstanding Contractor's agreement herein that such amounts are fair and reasonable, Contractor shall not be relieved of its obligations to the City for the actual damages resulting from the failure to timely achieve Substantial Completion or Final Completion in accordance with the requirements of the Contract Documents. Without limiting the foregoing, City and Contractor covenant not to bring any action in a court of competent jurisdiction that would ask the court to rule that the Liquidated Damages amounts are not fair and reasonable.

6.8. Beneficial Occupancy. Beneficial Occupancy shall occur when the City determines that a portion of the Work may be occupied prior to Substantial Completion. City may take Beneficial Occupancy in accordance with the provisions of the Contract Documents.

6.8.1. Prior to the anticipated date of Beneficial Occupancy, Contractor shall separate the portion of the Work to be occupied from non-complete areas of the Project in order to prevent noise, dust and other construction disturbances which would materially interfere with the use of such portion for its intended use in accordance with the Contract Documents and to assure the safety of those entering, exiting and occupying the completed portion to be occupied.

6.8.2. Beneficial Occupancy shall not constitute Substantial Completion or Final Completion of the Work, nor shall it relieve the Contractor of any responsibility for the correction of Work (whether or not included in the portion of Work to be occupied) or for the performance of Work not complete at the time of Beneficial Occupancy.

6.8.3. After Beneficial Occupancy and as conditions of Substantial Completion, the Contractor shall deliver to the City complete as-built drawings, all approved Shop Drawings, maintenance manuals, pamphlets, charts, parts lists and specified spare parts, operating instructions and other necessary documents required for all installed materials, equipment, or machinery, all applicable warranties and guarantees, and the appropriate certificate of occupancy or certificate of completion that are related to the portion of the Work being occupied.

6.8.4. Contractor's insurance on the unoccupied or unused portion or portions of the Project Site shall not be canceled or lapsed on account of such Beneficial Occupancy.

6.8.5. Contractor shall be responsible to maintain all utility services to areas occupied by the City until Final Completion.

6.9. Final Completion. Final Completion of the Project shall be deemed to have occurred if all the following have occurred:

6.9.1. Substantial Completion of the entire Project has occurred;

6.9.2. The Work can be used and operated in accordance with Applicable Laws bearing on the performance of the Work and applicable permits;

6.9.3. All spare parts, special tools and attic stock purchased by Contractor as part of Vendor supplies shall have been delivered to City and clear of all Liens;

6.9.4. All items on the Substantial Completion Punch List shall have been completed by Contractor to City's satisfaction and all final inspections have been performed;

6.9.5. Contractor has satisfied the additional conditions prescribed by the City in conjunction with a Certificate of Substantial Completion issued on the basis of partial completion of the Project, or a partial or temporary Certificate of Occupancy or Certificate of Completion, as applicable;

6.9.6. Contractor has delivered evidence to the City that all permits that are Contractor's responsibilities as specified under the Contract Documents have been satisfied and closed, and that a Certificate of Completion or Certificate of Occupancy (as applicable) has been issued by the authority having jurisdiction, and the Project or designated portion thereof is sufficiently complete in accordance with the Contract Documents and can be used for its intended purpose for uninterrupted operation, including, without limitation, acceptance of completed as-builts, if required by the agency having jurisdiction.

6.9.7. Contractor shall have provided to City final releases and complete and unconditional waivers of liens for all Work performed by Contractor and each Subcontractor or Suppliers, and a Consent of Surety to Final Payment;

6.9.8. Contractor shall have delivered to the City a certification identifying all outstanding Claims (exclusive of any Liens or other such encumbrances which must have been discharged) of Contractor (and of its Subcontractors, Suppliers and any other party against Contractor) with written documentation reasonably sufficient to support and/or substantiate such Claims;

6.9.9. Contractor shall have delivered to the City a written assignment of all warranties or guaranties which Contractor received from Subcontractors or Suppliers to the extent Contractor is obligated to do so;

6.9.10. Contractor shall have delivered to City a complete set of as-built documents and Project Records prepared in accordance with the Contract Documents;

6.9.11. Contractor has delivered to City all other submittals required by the Contract Documents, including all installation instructions, operations and maintenance manuals or instructions for equipment furnished by Contractor, catalogs, product data sheets for all materials furnished by Contractor and similar information;

6.9.12. All rubbish and debris have been removed from the Project Site; and

6.9.13. All Construction aids, equipment and materials have been removed from the Project Site.

6.9.14. Contractor has delivered to the City all executed warranties and guarantees required by the Contract Documents, all of which shall be in the name of the City and run to the benefit of the City;

6.9.15. If applicable, certificates of insurance indicating that any insurance required of the Contractor or Subcontractors by the Contract Documents shall remain in full force and effect for the required period of time;

6.9.16. Any other documentation establishing payment or satisfaction of obligations, including receipts, releases and final waivers of lien from the Contractor and all Subcontractors, to the extent and in such form as may be reasonably required by the City;

6.9.17. Final Completion is a condition precedent to City's final payment to Contractor and issuance of the Final Certificate for Payment. Final payment shall be made only after the City Manager or his designee has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator, and approved the final payment.

6.9.18. Waiver of Claims. The release by the City and acceptance of the final payment by Contractor shall operate as and shall be a release to the City from all present and future Claims or liabilities, of whatever kind or nature, arising under, relating to or in connection with this Contract for anything done or furnished or relating to the Work or the Project, or from any act or omission of the City relating to or connected with the Contract Documents, the Work or the Project, except those Claims or liabilities, if any, for which the Contractor has provided the City with written notice pursuant to and in strict compliance with the "Claims" and notice requirements set forth in the Contract Documents, and containing a detailed reservation of rights that identifies the precise nature of the dispute, all facts in support of Contractor's Claim, the particular scope of Work giving rise to the Claim, and the maximum amount and/or time sought in connection with the Claim.

ARTICLE 7. INSPECTION OF WORK; CORRECTION OF NON-CONFORMING OR DEFECTIVE WORK.

7.1. Consultant, City (and its authorized designees), and representatives of any regulatory agencies having jurisdiction over the Project, shall at all times have access to the Work and the Project Site, and Contractor shall provide proper facilities for such access and for inspecting, measuring and testing. Whenever requested, Contractor shall give the City and any inspectors or representatives appointed by the City free access to its Work during normal working hours either at the Project Site or its shops, factories, or places of business of Contractor and its Subcontractors and suppliers for properly inspecting materials, equipment and Work, and shall furnish them with full information as to the progress of the Work in its various parts.

7.2. Should the Contract Documents, Consultant's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than

City, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.

7.3. Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, City shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such cost.

7.4. Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of, the Contract Documents or to delay the Contract by failure to inspect the materials and work with reasonable promptness without the written permission or instruction of Consultant.

7.5. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

7.6. The Contractor shall coordinate all technical inspection and testing provided by professionals designated by the City, the Consultant, permitting authorities, and others. The Contractor shall also schedule the services of independent testing laboratories and provide the necessary testing of materials to ensure conformance to the Contract Documents and provide a copy of all inspection and testing reports to the City on the day of inspection or test. The Contractor shall provide reasonable prior notice to appropriate inspectors before the Work is covered up, but in no event less than 24 hours before the Work is covered up. All costs for uncovering Work not inspected and any reconstruction due to lack of reasonable prior notice shall be borne by Contractor at its sole cost and expense. Any time billed by inspectors for inspection where the Work is not ready to be inspected shall be at Contractor's sole cost and expense. If any members of the Project team are to observe said inspections, tests or approvals required by the Contract Documents, they shall be notified in writing by the Contractor of the dates and times of the inspections, tests or other approvals. The Contractor shall schedule, direct and/or review the services of or the reports and/or findings of surveyors, environmental consultants and testing and inspection agents engaged by the City. All Materials and Equipment furnished by Contractor and Work performed by Contractor shall at all times be subject to inspection and testing by City or inspectors or representatives appointed by City. If any of the Work should be covered up without approval or consent of City's Project Coordinator, or without necessary test and inspection, Contractor shall, if required by City's Project Coordinator or by public authorities, uncover such Work for examination and testing, and shall re-cover same at Contractor's expense.

7.7. Defective or Non-Conforming Work.

7.7.1. Consultant and City shall have the authority to reject or disapprove work which either Consultant or City find to be defective. If required by Consultant or City, Contractor shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.7.2. Should Contractor fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing

by Consultant, City shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor, or may be charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

7.7.3. If, within one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to, Contractor's warranty obligations hereof and any claim regarding latent defects.

7.7.4. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate City to final acceptance.

7.8. Cleaning Up; City's Right to Clean Up. Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the prosecution of the Work or at the completion of the Work, City may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors as to their responsibility for cleaning up, City may clean up and charge the cost thereof to the contractors responsible therefore as Consultant shall determine to be just.

ARTICLE 8. SAFETY AND PROTECTION OF PROPERTY.

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

8.1.1. All employees on the work site and other persons who may be affected thereby;

8.1.2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the Project Site; and

8.1.3. Other property at the Project 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.

8.2. Contractor shall comply with all Applicable Laws 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. City and Contractor shall notify owners of adjacent property and utilities when prosecution of the work may affect them. Contractor shall be responsible for and shall remedy all damage, injury or loss to any property, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Contractor's

duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and Consultant has issued a notice to City and Contractor that the Work is acceptable except as otherwise provided in the Contract Documents.

8.3. Contractor shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be Contractor's Construction Superintendent, unless otherwise designated in writing by Contractor to City.

8.4. Contractor's Responsibility for Damages and Accidents.

8.4.1. Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by City, and shall promptly repair any damage done from any cause whatsoever.

8.4.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by City, Contractor shall replace same without cost to City.

8.5. Occupational Health and Safety.

8.5.1. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance, including:
 - i. The potential for fire, explosion, corrosion, and reaction;
 - ii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - iii. The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire, disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

8.6. Hurricane and Tropical Storm Precautions.

8.6.1. During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or tropical storm alert, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project Site in response to all threatened storm events, regardless of whether the City or Consultant has given notice of same.

8.6.2. Contractor's Hurricane Preparedness Plan shall, at a minimum, include the following: (1) monitoring of the real time weather radar and insuring reasonable precautions are taken prior to and during inclement weather conditions, from a severe thunderstorms to a category 5 hurricane, to prevent accidents and to minimize property damage; (2) preparing an emergency phone list showing home phone numbers of all project personnel and subcontractor's supervisors, including all land lines and cell phones, to be used for emergency purposes only; (3) ensuring the project jobsite's equipment and buildings are protected, identifying vulnerable work in progress and determining how to best protect it from damage, and capping all incomplete piping to prevent sand filtration; (4) cleaning the entire project, inside and out, removing trash from the job site, clearing all materials that can become airborne, verifying that all erosion and sediment control devices are in place and meet adequate standards, and removing screening on fences and signs; (5) arranging for the pickup of all dumpsters and portable toilets and secure all materials and equipment, anchoring or restraining everything that could blow away, and removing all non-essential barricades; and (6) the documenting of conditions of the project and the surrounding area before and after the incident (photographs and video).

8.6.3. Contractor shall be solely responsible for all costs of all precautions and Work covered by Contractor's Hurricane Preparedness Plan. Compliance with Contractor's Hurricane Preparedness Plan shall not constitute additional Work.

8.6.4. Any additional Work not covered in the Hurricane Preparedness Plan relating to hurricane warning or tropical storm alert at the Project Site will be addressed by a Change Order in accordance with the Contract Documents.

8.6.5. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as noncompensable, excusable delay, and shall not give rise to a claim for compensable delay.

8.6.6. Within ten (10) calendar days after the Project Initiation Date specified in the Notice to Proceed, Contractor shall submit to the City a Hurricane Preparedness Plan.

8.7. Location and Damage to Existing Facilities, Equipment or Utilities.

8.7.1. As far as possible, all existing utility lines in the Project area have been shown on the plans. However, City does not guarantee that all lines are shown, or that, the ones indicated are in their true location. As part of the Contract Price, it shall be the Contractor's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project, whether or not shown on the plans.

8.7.2. The Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other

utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor (for utilities indicated in the Contract Documents). All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved, if indicated in the Contract Documents. No additional payment will be made to the Contractor for utility relocations indicated in the Contract Documents, whether or not said relocation is necessary to avoid conflict with other lines.

8.7.3. If Contractor, as part of its responsibility to identify all utility lines, identifies utility conflicts which materially differ from those indicated in the Contract Documents, such utility conflicts (for items not indicated in the Contract Documents) shall be addressed pursuant to the requirements of "Differing Site Conditions" as set forth in Article 10 shall apply.

8.7.4. The Contractor shall reasonably schedule the Work, and the phasing thereof, in such a manner so that the overall Project Schedule is not impacted and completion of the Work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay, except as provided in Article 10 of the Contract Documents.

8.7.5. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

8.8. Risk of Loss. The risk of loss to any of the Work and to any goods, materials and equipment provided or to be provided under the Contract Documents, shall remain with the Contractor until Substantial Completion. Should any of the Work, or any such goods, materials and equipment, be destroyed, mutilated, defaced or otherwise damaged prior to the time the risk of loss has shifted to the City, the Contractor shall repair or replace the same at its sole cost. The Performance Bond and Payment Bond or other security or insurance protection required by the Contract Documents or otherwise provided by the City or the Contractor shall in no way limit the responsibility of the Contractor under this Section.

ARTICLE 9. BONDS, INSURANCE AND INDEMNITY.

9.1. Performance Bond and Payment Bond: The Contractor shall, within ten (10) business days of the Contract Date, furnish and deliver to the City a payment bond and a performance bond, in a form to be provided by the City, issued by sureties licensed and authorized to do business in the State of Florida, covering the faithful performance and completion of the Project pursuant to the Contract Documents, including the performance and completion of those services provided by Subcontractors of any tier and covering the payment of all obligations arising hereunder including but not limited to, the payment for all materials used in the performance of the Project in accordance with the Contract Documents, and for all labor and services performed under the Contract Documents (including materials, labor and/or services provided by Subconsultants and Subcontractors of any tier), whether by Subcontractors or otherwise. Each of the aforesaid bonds (collectively herein referred to as the "Performance Bond and Payment Bond") shall have a penal amount equal to the Contract Price, unless otherwise approved by the City and to the extent permitted by law. Each bond shall be increased in the amount of any change to the Contract Price. Each bond shall continue in effect for one (1) year after Final Completion of the Work.

The Performance Bond and Payment Bond and the sureties issuing such bonds shall meet all the requirements set forth in the Contract Documents and the Performance Bond and Payment Bond shall each be in the form attached hereto or shall otherwise be acceptable to the City in its reasonable discretion. If any of the sureties on the Performance Bond and Payment Bond at any time fails to meet said requirements, or is deemed to be insufficient security for the penalty of said bond, then the City may, on giving thirty (30) days' notice thereof in writing, require the Contractor to furnish a new and/or additional bond(s) in the above amounts with such sureties thereon being licensed and authorized to do business in the State of Florida and as shall be satisfactory to the City. The Contractor shall pay all costs of compliance with this Article as part of the Contract Price.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor shall ensure that the bond(s) referenced above shall be recorded in the public records of Miami-Dade County and provide City with evidence of such recording.

9.2. Alternate Form of Security: In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the form attached hereto, which shall be in accordance with Section 255.05, Florida Statutes. Such alternate forms of security shall be subject to the prior approval of City and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by City for one year after completion and acceptance of the Work.

9.3. Qualification of Surety: Bid Bonds, Performance Bonds and Payment Bonds over Five Hundred Thousand Dollars (\$500,000.00):

9.3.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

9.3.2. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner.

9.3.3. The City will accept a surety bond from a company with a rating of B+ or better for bonds up to \$2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the City shall review and either accept or reject the surety company based on the financial information available to the City. A surety company that is rejected by the City may be substituted by the Bidder or proposer with a surety company acceptable to the City, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

Policy- Financial	
holder's Size	
<u>Amount of Bond</u>	<u>Ratings Category</u>

500,001 to 1,000,000	B+	Class I
1,000,001 to 2,000,000	B+	Class II
2,000,001 to 5,000,000	A	Class III
5,000,001 to 10,000,000	A	Class IV
10,000,001 to 25,000,000	A	Class V
25,000,001 to 50,000,000	A	Class VI
50,000,001 or more	A	Class VII

9.3.4. For projects of \$500,000.00 or less, City may accept a Bid Bond, Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code, as may be amended from time to time. The Certificate and Affidavit so certifying should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.

9.3.5. Unless more stringent surety requirements of any grantor agency are set forth within the Supplemental Conditions, the provisions of this Article shall apply.

9.4. Insurance Requirements. The Bidder shall furnish to the Procurement Department, City of Miami Beach, 1755 Meridian Avenue, 3rd Floor, Miami, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements set forth in the Invitation to Bid Summary (and/or exhibits thereto).

9.4.1. Additional Insured Status. The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant.

9.4.2. Waiver of Subrogation. Contractor hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of the Contractor may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

9.4.3. Other Insurance Provisions.

- a. For any claims related to this project, the Contractor's coverage shall be primary insurance as respects the City of Miami Beach, its officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City of Miami Beach shall be excess of the Contractor's insurance and shall not contribute with it.
- b. Each policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Miami Beach.
- c. If any excavation work is included in the Contract, it is understood and agreed that Contractor's Liability policy shall not contain exclusion for XCU (Explosion, Collapse and Underground) coverage.

If any coverage required is written on a claims-made form:

- a. The retroactive date must be shown, and must be before the date of the contract or the

beginning of contract work.

- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended period coverage for a minimum of five (5) years after completion of the contract work.
- d. A copy of the claims reporting requirements must be submitted to the City of Miami Beach Risk Management (or its designee) for review.
- e. If the services involved lead-based paint or asbestos identification/ remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

9.4.4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Miami Beach Risk Management Office.

9.4.5. Verification of Coverage. Contractor shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Article. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Miami Beach reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.4.6. Special Risks or Circumstances. The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Certificate Holder:
CITY OF MIAMI BEACH
c/o PROCUREMENT DEPARTMENT
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other provision of the Contract Documents.

9.5. Indemnification.

9.5.1. In consideration of the sum of Twenty-Five Dollars (\$25.00) and other good and valuable consideration, the sufficiency of which the Contractor hereby acknowledges, to the fullest extent permitted by law, Contractor shall defend, indemnify and save harmless City, and their respective officers and employees, from liabilities, damages, losses and costs including, but not limited to, reasonable attorney's

fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

9.5.2. Sums otherwise due to Contractor under this Contract may be retained by City until all of City's Claims for indemnification under this Contract have been settled or otherwise resolved. Any amount withheld pursuant to this Article shall not be subject to payment of interest by City.

9.5.3. The execution of this Contract by Contractor shall operate as an express acknowledgment that the indemnification obligation is part of the bid documents and/or Contract Documents for the Project and the monetary limitation on indemnification in this Article bears a reasonable commercial relationship to the Contract.

9.5.4. Nothing in this Article is intended, or should be construed, to negate, abridge or otherwise reduce the other rights and obligations of indemnity that may otherwise exist as to a party described in this Article.

9.5.5. Nothing in this Article is intended to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Contract, to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

9.5.6. The indemnification obligations set forth herein shall survive the termination and/or expiration of this Contract.

ARTICLE 10. CHANGES IN THE WORK; EXTENSIONS TO THE CONTRACT TIME.

10.1. Changes in the Work or Terms of Contract Documents.

10.1.1. Without invalidating the Contract and without notice to any surety City reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

10.1.2. Any changes to the terms of the Contract Documents must be contained in a Change Order, executed by the Parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change. This section shall not prohibit the issuance of Change Orders executed only by City as hereinafter provided.

10.2. Field Orders.

10.2.1. The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.

10.2.2. Consultant shall have the right to approve and issue supplemental instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such supplemental instructions involve no change in the Contract Price or the Contract Time.

10.3. Change Orders.

10.3.1. Changes in the quantity or character of the Work which are not properly the subject of Field Orders or supplemental instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall only be authorized only by Change Orders approved in advance by the City. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive. No Change Order shall take effect until Contractor delivers a Consent of Surety increasing the Performance Bond and Payment Bond by the amount of the Change Order.

10.3.2. All Change Orders which exceed the then-remaining amounts available in the Owner's Contingency shall be approved by the City Commission. All other Change Orders, if funded by then-remaining amounts available in the Owner's Contingency, shall be approved in advance by the City Manager or the City Manager's designee. Notwithstanding the foregoing, the City Manager, at his or her sole discretion, may elect to present any proposed Change Order to the City Commission for its consideration.

10.3.3. If City requests a change in the Work, City shall submit a change request to Contractor, in writing. Within seven (7) business days of Contractor's receipt of such request from the City, Contractor shall provide City with a rough "pencil copy" estimate of the cost and/or time impacts associated with the request. Within twenty-one (21) days of Contractor's receipt of City's initial request, the Contractor shall submit a detailed proposal to the City stating (i) the proposed increase or decrease, if any, in the Cost of the Work which would result from such a change, (ii) the effect, if any, upon the Contract Time by reason of such proposed change, and (iii) supporting data and documentation, including any requested by the City in its change request.

10.3.4. If the Contractor proposes a change in the Work, such proposal must be accompanied by a detailed cost breakdown and sufficient substantiating data to permit evaluation by the City. If the Contractor does submit a proposal within the preceding seven (7) business day time period, the City shall, within twenty-one (21) days following its receipt of such proposal, notify the Contractor as to whether the City agrees with such proposal and wishes to accept the Contractor's proposal. If the City agrees with such proposal and wishes to accept the same, the City and the Contractor shall execute a Change Order which at a minimum specifies: i) the detailed scope associated with the change to the Work; ii) the amount of the adjustment in the Contract Price, if any, and (iii) the extent of the adjustment in the Contract Time, if any. In the event the City disagrees with the Contractor's proposal, the City may either (i) notify the Contractor that the City has decided to not proceed with or approve the requested change, or (ii) issue a Change Order as provided below.

10.3.5. The increase or decrease in the Contract Price resulting from a change in the Work shall be determined in one or more of the following ways:

- a. by mutual acceptance of a lump sum (inclusive of all overhead and profit) properly itemized and supported by sufficient substantiating data to permit evaluation by the Consultant and City;
- b. by unit prices as may be specified in the Contract Documents or subsequently agreed upon;
- c. by time and materials or "cost of the Work" (as defined herein) and a mutually acceptable fixed or percentage overhead and profit fee for the Contractor.

10.3.6. If none of the methods set forth above are agreed upon, the Contractor, provided it receives a written Change Order signed by the City with respect to all undisputed amounts and Work, shall promptly proceed with the Work involved, subject to Contractor's reservation of rights as to disputed amounts (with such reservation of rights identifying the precise nature of the dispute, the facts in support of the Contractor's position, and the maximum amount and/or time sought by the Contractor). The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change, including a reasonable overhead and profit in accordance with this Article. With respect to any such Change Order Work, the City, with the Consultant, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimate without prior written approval by the City. With respect to all Change Orders, Contractor shall keep and present, in such form as the City may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Work.

10.3.7. If unit prices are included in the Contract Documents or as part of any Change Order, City shall pay to Contractor the amounts determined for the total number of each of the units of work completed at the unit price associated with such Work as stated in the Contractor's schedule of prices bid, as set forth in Contractor's response to the ITB. The number of units contained in the bid is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the Contract Documents, as may be amended by Change Order. If additional unit price work is ordered, then the Contractor shall perform the work as directed and shall be paid for the actual quantity of such item(s) of work performed at the appropriate original schedule of prices bid associated with such Work.

10.3.8. Decreases in the Cost of the Work due to a change in the Project shall result in a decrease to the Contract Price, by way of a deductive Change Order.

10.3.9. The Contractor's overhead and profit fee for all Change Orders shall be the net change in the Contract Price, multiplied by the percentage specified for overhead and profit in the Change Order, provided, that the overhead and profit markup or fee shall be as follows:

(1) if the Change Order Work involves self-performed Work performed by the Contractor's own forces, the overhead and profit markup shall be reasonable, and shall not exceed ten percent (10%) of the net change in the Contract Price; or

(2) if the Change Order involves Work performed by Subcontractors or Suppliers, or both, the overhead and profit markup shall be reasonable, and the overhead and profit markup from Subcontractors and Suppliers at all tiers shall not exceed ten percent 10% of the net change in the Contract Price, and the Contractor's mark up for such Subcontractor performed Change Order Work shall not exceed seven and one half percent (7.5%) of the net change in the Contract Price.

For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include a proportionate corresponding reduction in the overhead and profit fee, as applicable to the Contractor, Subcontractors or Suppliers.

10.4. Value of Change Order Work/“Costs of the Work”. The term “cost of the Work” means the sum of:

10.4.1. All direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in the “cost of work” as defined herein.

10.4.2. Payroll costs for employees in the direct employ of Contractor in the performance of the work described in the Change Order under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the work covered by the Change Order 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 the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by City. Contractor's fee shall not exceed ten percent (10%).

10.4.3. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless City deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to City. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to City and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City with the advice of Consultant and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work. Contractor's fee for overhead and profit markup for materials and equipment pursuant to this Section shall not exceed ten percent (10%) of the net change in the Contract Price.

10.4.4. Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine, with the advice of Consultant, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable. Contractor's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%).

10.4.5. Contractor shall not be entitled to an overhead and profit markup or fee for any Change Order involving special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

10.4.6. Contractor shall not be entitled to an overhead and profit markup or fee for the following costs or expenses:

- a. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work.
- b. 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 workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of Contractor.
- c. Sales, use, or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
- d. Deposits lost for causes other than Contractor's negligence; royalty payments and fees for permits and licenses.
- e. The cost of utilities, fuel and sanitary facilities at the Project Site.
- f. Receipted minor expenses such as long distance telephone calls, telephone service at the site, express delivery services (FedEx, UPS or couriers, and the like), internet or other telecommunications services, and similar petty cash items in connection with the Work.
- g. Cost of premiums for additional bonds and insurance required because of changes in the Work.

10.4.7. The term "cost of the Work" shall not include any of the following items, as such items are expressly not to be reimbursed:

- a. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications, all of which are to be considered administrative costs covered by Contractor's fee.
- b. Expenses of Contractor's principal and branch offices other than Contractor's office at the Project Site.
- c. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work and charges against Contractor for delinquent payments.
- d. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the Work.
- e. Losses and expenses sustained by the Contractor or any Subcontractors at any tier, not compensated by insurance or otherwise, if such losses and expenses are due to infidelity on the part of any employee of Contractor, any Subcontractor or Supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or others to

- whom the property may be entrusted, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- f. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly approved by the City Manager or City Commission by a Change Order.
 - g. Losses and expenses not covered by insurance where the Contractor, or any Subcontractor, failed to obtain and/or maintain in effect the insurance required to be carried by the Contract Documents, or where Contractor, or any Subcontractor or Supplier, failed to obtain and/or maintain such insurance in limits and amounts required by the Contract Documents except to the extent any deductible provided in such required insurance;
 - h. Costs and expenses incurred by Contractor upon breach of its warranties or guaranties;
 - i. Costs associated with the relocation of employees, and any travel costs not expressly permitted by the Contract Documents (including costs for long-distance travel, costs for travel between the Project Site and the Contractor's office(s), and hotel, car rental and airfare costs);
 - j. Any amounts to be paid by the Contractor for federal, state or local income or franchise taxes;
 - k. Labor, material, and equipment costs or any other costs incurred which should be back-charged to any Subcontractor, any Sub-Subcontractor, any direct or lower tier supplier, or any other party for whom the Contractor is responsible;
 - l. Costs or losses resulting from lost, damaged by misuse or stolen tools and equipment;
 - m. Costs of bonding or securing liens or defending claims filed by any Subcontractor of any tier, any Supplier, any direct or lower tier supplier or any other party for whom any of such parties or the Contractor is responsible arising from nonpayment, unless such nonpayment is the result of the City's unexcused or wrongful failure to pay the Contractor undisputed amounts as and when due under the Contract Documents;
 - n. Costs of self-insured losses (*e.g.*, losses within the deductible limits maintained by the Contractor or any direct or indirect subcontractor), costs covered by any insurance carried by Contractor or a direct or lower tier subcontractor, costs which would have been covered by the insurance required to be carried by a Contractor or a direct or lower tier subcontractor under the Contract Documents, and costs which would have been covered by insurance but for failure of the Contractor or direct or lower tier subcontractor to properly submit, process or give notice to the occurrence or claim;
 - o. Costs of employee bonuses and executive bonuses whether or not based in whole or in part on performance related to the Work;
 - p. Costs incurred or paid for recruiting employees (whether to third party recruiters or to employees);
 - q. Severance or similar payments on account of terminated employees;

- r. Costs incurred after the Contractor's application for final payment;
- s. Any outside legal fees;
- t. Costs of materials and equipment stored off-site, except upon the prior written approval of the Contract Administrator in accordance with the Contract Documents.

10.5. The amount of credit to be allowed by Contractor to City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, Contractor shall not be entitled to claim lost profits for any Work not performed.

10.6. Whenever the cost of any work is to be determined as defined herein, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

10.7. Where the quantity of any item of the Work that is covered by a unit price is increased by more than thirty percent (30%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

10.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

10.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

10.8.2. Whenever a Change Order involves Contractor and one or more Subcontractors, and the Change Order increases in the Contract Price, the overhead and profit markups for Contractor and each Subcontractor in accordance with this Article shall be itemized separately.

10.8.3. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

10.9. No Damages for Delay. NO CLAIM FOR DAMAGES OR ANY CLAIM, OTHER THAN FOR AN EXTENSION OF TIME, SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS EXCEPT AS PROVIDED HEREIN. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; and irrespective of whether such delay constitutes an Excusable Delay and irrespective of whether such delay results in an extension of the Contract Time; provided, however, Contractor's hindrances or delays are not due solely to fraud, bad faith or willful or intentional interference by the City in the performance of the Work, and then only where such acts continue after Contractor's written notice to the City of such alleged interference.

10.9.1. Contractor acknowledges and agrees that Excusable Delay shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the Work without clear and convincing proof that they were the result of a deliberate act, without any reasonable and good-faith basis, and were specifically intended to disrupt the Contractor's performance of the Work. The City's attempts to facilitate or assist Contractor in performance of the Work shall in no way be construed, interpreted and/or be deemed to constitute willful or intentional interference with the Contractor's performance of the Work.

Except as provided herein, Contractor hereby waives all other remedies at law or in equity that it might otherwise have against the City on account of any Excusable Delay and any and all other events that may, from time to time, delay the Contractor in the performance of the Work. Contractor acknowledges and agrees that, except as specified herein, all delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the Parties in entering into this Agreement and that Contractor's pricing of the Work and the determination of the Contract Price shall be expressly based on the Contractor's assumption of the risks thereof, and Contractor hereby waives any and all Claims it might have for any of the foregoing losses, costs, damages and expenses.

10.10. Excusable Delay. Contractor's sole remedy for Excusable Delay is an extension of the Contract Time for each day of critical path delay, but only if the pre-requisites and notice requirements set forth below in this Article 10 have been timely and properly satisfied. An excusable delay is one that (i) directly impacts critical path activity delineated in the Project Schedule and extends the time for completion of the Work; (ii) could not reasonably have been mitigated by Contractor, including by re-sequencing, reallocating or redeploying and/or increasing the amount of its forces to other portions of the Work; and (iii) is caused by circumstances beyond the control and due to no fault of Contractor or its Subcontractors, material persons, Suppliers, or Vendors, including, but not limited to, force majeure events such as fires, floods, labor disputes, epidemics, hurricanes, or similar events beyond the control and due to no fault of the Contractor ("Excusable Delay"). If two or more separate events of Excusable Delay are concurrent with each other, Contractor shall only be entitled to an extension of time for each day of such concurrent critical path delay, and Contractor shall not be entitled to double recovery thereon. For illustration purposes only, if two events of Excusable Delay are concurrent for two days, Contractor shall only receive a time extension of a total of two days, and not four days.

10.10.1. Weather. Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to the Contract Documents. These time extensions are justified only when rains or other inclement weather conditions prevent Contractor from productively performing critical path activity delineated in the Project Schedule:

(1) Contractor being unable to work at least fifty percent (50%) of the normal workday on critical path activity delineated in the Project Schedule due to adverse weather conditions; or

(2) Contractor must make major repairs to the Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by Contractor, and providing that Contractor was unable to work at least fifty percent (50%) of the normal workday on critical path activity delineated in the Project Schedule.

10.10.2. Compensable Excusable Delay. Notwithstanding the foregoing, Excusable Delay is compensable when (i) the delay extends the Contract Time, (ii) is caused by circumstances beyond the control of the Contractor or its subcontractors, suppliers or vendors, and (iii) is caused solely by fraud, bad faith or active interference on the part of City or its agents, provided, however, that in no event shall Contractor

be compensated for (x) interim delays which do not extend the Contract Time, or (y) for Excusable Delay if caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the City or Consultant, in which case then Contractor shall be entitled only to a time extension and no further compensation for the Excusable Delay.

10.10.3. Unexcusable Delays. “Unexcusable Delay” shall mean any delays not included within the definition of Excusable Delay as set forth above including any delay which extends the completion of the Work or portion of the Work beyond the time specified in the Project Schedule, including, without limitation, the date for Substantial Completion or Final Completion, and which is caused by the act, fault, inaction or omission of the Contractor or any Subcontractor, Supplier or other party for whom the Contractor is responsible; any delay that could have been limited or avoided by Contractor’s timely notice to the City of such delay; or any delay in obtaining licenses, permits or inspections caused by the actions or omissions of the Contractor or its Subcontractors, Suppliers or any other party for whom the Contractor is responsible. An Unexcusable Delay shall not be cause for granting an extension of time to complete any Work or any compensation whatsoever, and shall subject the Contractor to damages in accordance with the Contract Documents. In no event shall the Contractor be excused for interim delays which do not extend the Project Schedule, including the date for Substantial Completion or Final Completion.

10.11. Prerequisites and Notice Requirements for Extensions of Time. Except as provided in the Contract Documents with respect to Changes in the Work, an extension of the Contract Time will only be granted by the City under the following circumstances: (a) if a delay occurs as a result of an Excusable Delay, and (b) the Contractor has complied with each of the following requirements below to the reasonable satisfaction of the City:

a. Contractor shall provide written notice to the City of any event of delay or potential delay within five (5) days of the commencement of the event giving rise to the request. The Contractor, within ten (10) days of the date upon which the Contractor has knowledge of the delay, shall notify the City, in writing, of the cause of the delay stating the approximate number of days the Contractor expects to be delayed, and must make a request for an extension of time, if applicable, to the City, in writing, within ten (10) days after the cessation of the event causing the delay specifying the number of days the Contractor believes that its activities were in fact delayed by the cause(s) described in its initial notice.

b. The Contractor must show to the reasonable satisfaction of the City that the activity claimed to have been delayed was in fact delayed by the stated cause of delay, that the critical path of the Work was materially affected by the delay, that the delay in such activity was not concurrent with any Unexcusable Delay, the delay was not the result of the performance of unit price Work, and that the delay in such activity will result in a delay of the date for Substantial Completion in the Project Schedule or Final Completion.

c. The initial notice provided by the Contractor under Subsection (a) above shall provide an estimated number of days the Contractor believes it will be delayed, and describe the efforts of the Contractor that have been or are going to be undertaken to overcome or remove the Excusable Delay and to minimize the potential adverse effect on the cost and time for performance of the Work resulting from such Excusable Delay. The mere written notice of an event of delay or potential delay, without all of the aforementioned required information, is insufficient and will not toll the time period in which the Contractor must provide proper written notice under this Article.

CONTRACTOR’S STRICT COMPLIANCE WITH THIS ARTICLE 10 IS A CONDITION PRECEDENT TO RECEIPT OF AN EXTENSION OF THE CONTRACT TIME. FAILURE OF THE CONTRACTOR TO

COMPLY WITH ALL REQUIREMENTS AS TO ANY PARTICULAR EVENT OF DELAY, INCLUDING THE REQUIREMENTS OF THIS SECTION, SHALL BE DEEMED CONCLUSIVELY TO CONSTITUTE A WAIVER, ABANDONMENT OR RELINQUISHMENT OF ANY ENTITLEMENT TO AN EXTENSION OF TIME AND ALL CLAIMS RESULTING FROM THAT PARTICULAR EVENT OF PROJECT DELAY. Once the Parties have mutually agreed as to the adjustment in the Contract Time due to an Excusable Delay, they shall enter into a Change Order documenting the same.

If the City and Contractor cannot resolve a request for time extension made properly and timely under this Section within sixty (60) days following Contractor's initial notice of the events giving rise to the request for a time extension, the Contractor may re-submit the request as a Claim in accordance with the Contract Documents.

10.12. Contractor's Duty. Notwithstanding the provisions of this Agreement allowing the Contractor to claim delay due to Excusable Delay, whenever an Excusable Delay shall occur, the Contractor shall use all reasonable efforts to overcome or remove any such Excusable Delay, and shall provide the City with written notice of the Contractor's recommendations on how best to minimize any adverse effect on the time and cost of performing the Work resulting from such Excusable Delay. In furtherance of the foregoing, whenever there shall be any Excusable Delay, the Contractor shall use all reasonable efforts to adjust the Project scheduling and the sequencing and timing of the performance of the Work in a manner that will avoid, to the extent reasonably practicable, any Excusable Delay giving rise to an actual extension in the time for performance of the Work.

If there are corresponding costs associated with any of the measures which the Contractor deems necessary or desirable to minimize any adverse effects resulting from any Excusable Delay, the Contractor shall advise the City of such anticipated associated costs and shall not proceed with such measures absent the City's executing a Change Order in connection therewith. Nothing in this Section shall, however, be deemed to entitle the Contractor to any adjustment in the Contract Price or any other damages, losses or expenses resulting from an Excusable Delay; nor shall it be deemed to obligate the City to agree to undertake any recommendations suggested by the Contractor as a means of minimizing the adverse effects of any Excusable Delay.

10.13. Differing Site Conditions. In the event that during the course of the Work Contractor encounters subsurface or concealed conditions at the Project Site which could not have reasonably been identified by Contractor upon prior investigation, and materially differ from those indicated in the Contract Documents, or if unknown physical conditions of an unusual nature are encountered on the Project Site and differ materially from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, then Contractor shall promptly notify the City within two (2) business days of the specific materially differing site conditions, before the Contractor disturbs the conditions or performs the affected Work.

10.13.1. Consultant and City shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If City and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Contract Documents. Should Consultant determine that the conditions of the Project Site are not so materially different to justify a change in the terms of the Contract, Consultant shall so notify City

and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

10.13.2. An adjustment for differing site conditions shall not be allowed, and any Claim relating thereto shall be deemed conclusively waived, if the Contractor has not provided the required written notice within two (2) business days of discovery of the site conditions, or has disturbed the site conditions prior to City's examination thereof. If a differing site condition qualifies for an equitable adjustment pursuant to the Contract Documents, and the Contractor's costs cannot reasonably be established at the time of notice to the City thereof, the Contractor shall submit its proposed pricing and/or request for extension of time within ten (10) days after the proposed solution is identified to the differing site condition described in the Contractor's initial notice to the City.

10.13.3. For purposes of this Section, a "materially differing" site condition is one that (1) is not identified in the Contract Documents and is not reasonably inferable therefrom; and (2) could not have reasonably been identified by Contractor upon prior investigation, provided Contractor reasonably undertook such prior site investigation; and (3) requires a change to the Work that increases Contractor's costs and/or impacts the critical path for completion of the Work.

10.13.4. Where Site Conditions delay the Project, and said delay could have been avoided by reasonable investigations of the Project Site at any time prior to commencement of the Work in question, such delay shall not be considered to be an Excusable Delay beyond the control of the Contractor, and no time extension shall be granted. No request for an equitable adjustment or change to the Contract Time for differing Site Conditions shall be allowed if made after the date certified as the Substantial Completion date.

ARTICLE 11. CLAIMS AND RESOLUTION OF DISPUTES.

11.1 Claims must be initiated by written notice and, unless otherwise specified in the Contract Documents, submitted to the other Party within ten (10) days of the event giving rise to such Claim or within ten (10) days after the claimant reasonably should have recognized the event or condition giving rise to the Claim, whichever is later. Such Claim shall include sufficient information to advise the other party of the circumstances giving rise to the Claim, the specific contractual adjustment or relief requested including, without limitation, the amounts and number of days of delay sought, and the basis of such request. The Claim must include all job records and other documentation supporting entitlement, the amounts and time sought. In the event additional time is sought, the Contractor shall include a time impact analysis to support such Claim. The City shall be entitled to request additional job records or documentation to evaluate the Claim. The Claim shall also include the Contractor's written notarized certification of the Claim in accordance with the False Claims Ordinance, Sections 70-300 et seq., of the City Code.

11.2 Claims not timely made or otherwise not submitted in strict accordance with the requirements of this Article or other Contract Documents shall be deemed conclusively waived, the satisfaction of which shall be conditions precedent to entitlement.

11.3 Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid

upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

11.4 Continuing the Work During Disputes. Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Price or Contract Time. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements. Contractor's failure to comply with this Section shall constitute an Event of Default.

ARTICLE 12. PERMITS, LICENSES, FEES, TAXES.

12.1 Except as otherwise provided within the Contract Documents, all permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by Contractor pursuant to this Contract shall be secured and paid for by Contractor. It is Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.

12.2 Impact fees levied by the City and/or Miami-Dade County shall be paid by Contractor. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality or Miami-Dade County as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor in no event shall include profit or overhead of Contractor.

12.3 All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in Construction Documents for said work.

12.4 Taxes. Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

ARTICLE 13. TERMINATION.

13.1. Termination for Convenience. In addition to other rights the City may have at law and pursuant to the Contract Documents with respect to cancellation and termination of the Contract, the City may, in its sole discretion, terminate for the City's convenience the performance of Work under this Contract, in whole or in part, at any time upon written notice to the Contractor. The City shall effectuate such Termination for Convenience by delivering to the Contractor a Notice of Termination for Convenience, specifying the applicable scope and effective date of termination, which termination shall be deemed operative as of the effective date specified therein without any further written notices from the City required. Such Termination for Convenience shall not be deemed a breach of the Contract, and may be issued by the City with or without cause.

a. Upon receipt of such Notice of Termination for Convenience from the City, and except as otherwise directed by the City, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

i. Stop the Work specified as terminated in the Notice of Termination for Convenience;

- ii. Promptly notify all Subcontractors of such termination, cancel all contracts and purchase orders to the extent they relate to the Work terminated to the fullest extent possible and take such other actions as are necessary to minimize demobilization and termination costs for such cancellations;
- iii. Immediately deliver to the City all Project records, in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished documents, and any and all warranties and guaranties for Work, equipment or materials already installed or purchased;
- iv. If specifically directed by the City in writing, assign to the City all right, title and interest of Contractor under any contract, subcontract and/or purchase order, in which case the City shall have the right and obligation to settle or to pay any outstanding claims arising from said contracts, subcontracts or purchase orders;
- v. Place no further subcontracts or purchase orders for materials, services, or facilities, except as necessary to complete the portion of the Work not terminated (if any) under the Notice of Termination for Convenience;
- vi. As directed by the City, transfer title and deliver to the City (1) the fabricated and non-fabricated parts, Work in progress, completed Work, supplies and other material produced or required for the Work terminated; and (2) the completed or partially completed Project records that, if this Contract had been completed, would be required to be furnished to the City;
- vii. Settle all outstanding liabilities and termination settlement proposals from the termination of any subcontracts or purchase orders, with the prior approval or ratification to the extent required by the City (if any);
- viii. Take any action that may be necessary, or that the City may direct, for the protection and preservation of the Project Site, including life safety and any property related to this Contract that is in the Contractor's possession and in which the City has or may acquire an interest; and
- ix. Complete performance of the Work not terminated (if any).

b. Upon issuance of such Notice of Termination for Convenience, the Contractor shall only be entitled to payment for the Work satisfactorily performed up until the date of its receipt of such Notice of Termination for Convenience, but no later than the effective date specified therein. Payment for the Work satisfactorily performed shall be determined by the City in good faith, in accordance with the percent completion of the Work, less all amounts previously paid to the Contractor in approved Applications for Payment, the reasonable costs of demobilization and reasonable costs, if any, for canceling contracts and purchase orders with Subcontractors to the extent such costs are not reasonably avoidable by the Contractor.

Contractor shall submit, for the City's review and consideration, a final termination payment proposal with substantiating documentation, including an updated Schedule of Values, within 30 days of the effective date of termination, unless extended in writing by the City upon request. Such termination amount shall be mutually agreed upon by the City and the Contractor and absent such agreement, the City shall, no less than fifteen (15) days prior to making final payment, provide the Contractor with written notice of the amount the City intends to pay to the Contractor. Such final payment so made to the Contractor shall be in full and final settlement for Work performed under this Contract, except to the extent the Contractor disputes such amount in a written notice delivered to and received by the City prior to the City's tendering such final payment.

13.2. Event of Default. The following shall each be considered an item of Default. If, after delivery of written notice from the City to Contractor specifying such Default, the Contractor fails to promptly commence and thereafter complete the curing of such Default within a reasonable period of time, not to exceed twenty-

one (21) days, after the delivery of such Notice of Default, it shall be deemed an Event of Default, which constitutes sufficient grounds for the City to terminate Contractor for cause:

- a. Failing to perform any portion of the Work in a manner consistent with the requirements of the Contract Documents or within the time required therein; or failing to use the Subcontractors, entities and personnel as identified and to the degree specified, in the Contract Documents, subject to substitutions approved by the City in accordance with this Contract and the other Contract Documents;
- b. Failing, for reasons other than an Excusable Delay, to begin the Work required promptly following the issuance of a Notice to Proceed;
- c. Failing to perform the Work with sufficient manpower, workmen and equipment or with sufficient materials, with the effect of delaying the prosecution of the Work in accordance with the Project Schedule and/or delaying completion of any of the Project within the specified time;
- d. Failing, for reasons other than an Excusable Delay, to timely complete the Project within the specified time;
- e. Failing and/or refusing to remove, repair and/or replace any portion of the Work as may be rejected as defective or nonconforming with the terms and conditions of the Contract Documents;
- f. Discontinuing the prosecution of the Work, except in the event of: 1) the issuance of a stop-work order by the City; or 2) the inability of the Contractor to prosecute the Work because of an event giving rise to an Excusable Delay as set forth in this Contract for which Contractor has provided written notice of same in accordance with the Contract Documents;
- g. Failing to provide sufficient evidence upon request that, in the City's sole opinion, demonstrates the Contractor's financial ability to complete the Project;
- h. An indictment is issued against the Contractor;
- i. Failing to make payments to for materials or labor in accordance with the respective agreements;
- j. Failing to provide the City with a Recovery Schedule in accordance with the Contract Documents;
- k. Persistently disregarding laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- l. Fraud, misrepresentation or material misstatement by Contractor in the course of obtaining this Contract;
- m. Failing to comply in any material respect with any of the terms of this Contract or the Contract Documents.

In no event shall the time period for curing a Default constitute an extension of the time for achieving Substantial Completion or a waiver of any of the City's rights or remedies hereunder for a Default which is not cured as aforesaid.

13.3. Termination of Contract for Cause.

a. The City may terminate the Contractor for cause upon the occurrence of an Event of Default as defined herein, or for any other breach of the Contract or other Contract Documents by the Contractor that the City, in its sole opinion, deems substantial and material, following written notice to the Contractor and the failure to timely and properly cure to the satisfaction of the City in the time period set forth herein, or as otherwise specified in the Notice of Default.

b. Upon the occurrence of an Event of Default, and without any prejudice to any other rights or remedies of the City, whether provided by this Contract, the other Contract Documents or as otherwise provided at law or in equity, the City may issue a Notice of Termination for Cause to Contractor, copied to the Surety, rendering termination effective immediately, and may take any of the following actions, subject to any prior rights of the Surety:

- i. Take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor;
 - ii. Accept assignments of subcontracts;
 - iii. Direct Contractor to transfer title and deliver to the City (1) the fabricated and non-fabricated parts, Work in progress, completed Work, supplies and other material produced or required for the Work terminated; and (2) the completed or partially completed Project records that, if this Contract had been completed, would be required to be furnished to the City; and
 - iv. Finish the Work by whatever reasonable method the City may deem expedient.
- c. Upon the issuance of a Notice of Termination for Cause, the Contractor shall:
- i. Immediately deliver to the City all Project records, in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished or partially completed documents, and any and all warranties and guaranties for Work, equipment or materials already installed or purchased;
 - ii. If specifically directed by the City in writing, assign to the City all right, title and interest of Contractor under any contract, subcontract and/or purchase order, in which case the City shall have the right and obligation to settle or to pay any outstanding claims arising from said contracts, subcontracts or purchase orders;
 - iii. As directed by the City, transfer title and deliver to the City (1) the fabricated and non-fabricated parts, Work in progress, completed Work, supplies and other material produced or required for the Work terminated; and
 - iv. Take any action that may be necessary, or that the City may direct, for the protection and preservation of the Project Site, including life safety and property related to this Contract that is in the Contractor's possession and in which the City has or may acquire an interest.

d. All rights and remedies of the City's Termination rights herein shall apply to all Defaults that are non-curable in nature, or that fail to be cured within the applicable cure period or are cured but in an untimely manner, and the City shall not be obligated to accept such late cure.

13.4. Recourse to Performance and Payment Bond; Other Remedies.

a. Upon the occurrence of an Event of Default, and irrespective of whether the City has terminated the Contractor, the City may (i) make demand upon the Surety to perform its obligations under the Performance Bond and Payment Bond, including completion of the Work, without requiring any further agreement (including, without limitation, not requiring any takeover agreement) or mandating termination of Contractor as a condition precedent to assuming the bond obligations; or (ii) in the alternative, the City may take over and complete the Work of the Project, or any portion thereof, by its own devices, by entering into a new contract or contracts for the completion of the Work, or using such other methods as in the City's sole opinion shall be required for the proper completion of the Work, including succeeding to the rights of the Contractor under all subcontracts.

b. The City may also charge against the Performance and Payment Bond all fees and expenses for services incidental to ascertaining and collecting losses under the Performance and Payment Bond including, without limitation, accounting, engineering, and legal fees, together with any and all costs incurred in connection with renegotiation of the Contract.

13.5. Costs and Expenses.

a. All damages, costs and expenses, including reasonable attorney's fees, incurred by the City as a result of an uncured Default or a Default cured beyond the time limits stated herein (except to the extent the City has expressly consented, in writing, to the Contractor's late cure of such Default), together with the costs of completing the Work, shall be deducted from any monies due or to become due to the Contractor under this Contract, irrespective of whether the City ultimately terminates Contractor.

b. Upon issuing a Notice of Termination for Cause, the City shall have no obligation to pay Contractor, and the Contractor shall not be entitled to receive, any money until such time as the Project has been completed and the costs to make repairs and/or complete the Project have been ascertained by the City. In case such cost and expense is greater than the sum which would have been due and payable to the Contractor under this Contract for any portion of the Work satisfactorily performed, the Contractor and the Surety shall be jointly and severally liable and shall pay the difference to the City upon demand.

13.6. Termination If No Default or Erroneous Default. If, after a Notice of Termination for Cause is issued by the City, it is thereafter determined that the Contractor was not in default under the provisions of this Contract, or that any delay hereunder was an Excusable Delay, the termination shall be converted to a Termination for Convenience and the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause contained herein. The Contractor shall have no further recourse of any nature for wrongful termination.

13.7. Remedies Not Exclusive. Except as otherwise provided in the Contract Documents, no remedy under the terms of this Contract is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall it be construed to be a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

13.8. Materiality and Non-Waiver of Breach. Each requirement, duty, and obligation in the Contract Documents is material. The City's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or Amendment of this Contract. A waiver shall not be effective unless it is in writing and approved by the City. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and the failure of the City to exercise its rights and remedies under this Article at any time shall not constitute a waiver of such rights and remedies.

13.9. Contractor Right to Terminate Contract or Stop Work. If the Project should be stopped under an order of any court or other public authority for a period of more than ninety (90) days due to no act or fault of Contractor or persons or entities within its control, or if the City should fail to pay the Contractor any material amount owing pursuant to an Approved Application for Payment in accordance with the Contract Documents and after receipt of all supporting documentation required by the Contract Documents, and if the City fails to make such payment within ninety (90) days after receipt of written notice from the Contractor identifying the Approved Application for Payment for which payment is outstanding, then, unless the City is withholding such payment pursuant to any provision of this Contract which entitles the City to so withhold such payment, the Contractor shall have the right upon the expiration of the aforesaid ninety (90) day period to stop its performance of the Work, provided that Contractor has sent a Notice to Cure to the City via certified mail, allowing for a 7 day cure period. In such event, Contractor may terminate this Contract and recover from City payment for all Work executed and reasonable expense sustained (but excluding compensation for any item prohibited by any provisions of the Contract Documents). In the alternative to termination, Contractor shall not be obligated to recommence the Work until such time as the City shall have

made payment to the Contractor in respect of such Approved Application for Payment, plus any actual and reasonable related demobilization and start-up costs evidenced by documentation reasonably satisfactory to the City. No act, event, circumstance or omission shall excuse or relieve the Contractor from the full and faithful performance of its obligations hereunder and the completion of the Work as herein provided for.

ARTICLE 14. MISCELLANEOUS.

14.1. Separate Contracts.

14.1.1. The City reserves the right to perform construction or operations related to the Project with the City's own forces, to award separate contracts to other contractors or subcontractors, and to permit third parties to perform construction or operations in connection with other portions of the Project or other construction or operations on the Project Site or adjacent to the Project Site. City reserves the right to let other contracts in connection with this Project. Contractor shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.

14.1.2. If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor shall inspect and promptly report to Consultant any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's Work.

14.1.3. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractors, including the City's own forces, on the site. Should such interference or impact occur, Contractor shall be liable to the affected contractor for the cost of such interference or impact. Coordination with other contractors shall not be grounds for an extension of time or any adjustment in the Contract Price. Contractor agrees that its pricing of the Work and the determination of the Contract Price were expressly based upon the Contractor's assumption of the foregoing cost risks

14.1.4. Contractor shall afford other contractors reasonable access to the Project Site for the execution of their work. Following the request of the City or Consultant, the Contractor shall prepare a plan in order to integrate the work to be performed by the City or by the other contractors with the performance of the Work, and shall submit such plan to the City for approval. The Contractor shall arrange the performance of the Work so that the Work and the work of the City and the other contractors are, to the extent applicable, properly integrated, joined in an acceptable manner and performed in the proper sequence, so that any disruption or damage to the Work or to any work of the City or of other contractors is avoided. To insure the proper execution of subsequent work, Contractor shall inspect the work already in place and shall at once report to Consultant any discrepancy between the executed work and the requirements of the Contract Documents.

14.2. Lands for Work.

14.2.1. City shall provide, as may be indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by City or the use of Contractor.

14.2.2. Contractor shall provide, at Contractor's own expense and without liability to City, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor shall furnish to City copies of written permission obtained by Contractor from the owners of such facilities.

14.3. Assignment. Neither the City nor the Contractor shall assign its interest in this Contract without the written consent of the other, except as to the assignment of proceeds. Notwithstanding the foregoing, City may assign its interest in this Contract or any portion thereof to any local or state governmental body, special taxing district, or any person authorized by law to construct or own the Project. Such assignee shall be bound to comply with the terms of this Contract.

14.4. Rights of Various Interests. Whenever work being done by City's forces or by separate contractors is contiguous to or within the area where the Contractor will perform any of the Work pursuant to the Contract Documents, , the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the work in general harmony.

14.5. Legal Restrictions and Traffic Provisions. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and Contractor's general operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the prior written consent of the proper authorities.

14.6. Value Engineering. Contractor may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to Consultant in writing after award of contract. Consultant will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without Consultant's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. However, any substitution accepted by Consultant shall not result in any increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, whether or not the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including Consultant review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and City and shall be processed as a deductive Change Order. City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

ANY REQUESTS FOR SUBSTITUTION MUST BE MADE TO THE CITY'S PROCUREMENT DIRECTOR, WHO SHALL FORWARD SAME TO CONSULTANT.

14.7. No Interest. Any monies not paid by City when claimed to be due to Contractor under this Contract, including, but not limited to, any and all claims for contract damages of any type, shall not be subject to interest including, but not limited to prejudgment interest. However, the provisions of City's prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes as such relates to the payment of interest, shall apply to valid and proper invoices.

14.8. Project Sign. Any requirements for a project sign shall be paid by the Contractor as specified by City Guidelines.

14.9. Availability of Project Site; Removal of Equipment.

14.9.1. Use of the Project Site or any other City-owned property or right-of-way for the purpose of storage of equipment or materials, lay-down facilities, pre-cast material fabrication, batch plants for the production of asphalt, concrete or other construction-related materials, or other similar activities, shall require advance written approval by the Contract Administrator. The City may, at any time, in its sole and absolute discretion, revoke or rescind such approval for any reason. Upon notice of such rescission, Contractor shall, within twenty-four (24) hours, remove and relocate any such materials and equipment to a suitable, approved location. Notwithstanding any other provision in the Contract Documents to the contrary, the conditions or requirements of right-of-way permits established by the authorities having jurisdiction including, without limitation any regulatory authorities of the City, shall take precedence over any provision in the Contract Documents that may provide any right whatsoever to use of the Project Site for staging, material and equipment storage, lay-down or other similar activities.

14.9.2. In case of termination of this Contract before completion for any cause whatever, Contractor, if notified to do so by City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of City, failing which City shall have the right to remove such equipment and supplies at the expense of Contractor.

14.10. Nondiscrimination. In connection with the performance of the Services, the Contractor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Contractor shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

14.11. Project Records. City shall have the right to inspect and copy, at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to the Project and to any claim for additional compensation made by Contractor. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, Contractor shall provide City access to its books and records upon seventy-two (72) hours written notice.

14.12. Performance Evaluations. An interim performance evaluation of the successful Contractor may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the City's Procurement Director who shall provide a copy to the successful Contractor. Said evaluation(s) may be used by the City as a factor in considering the responsibility of the successful Contractor for future bids with the City.

14.13. Public Entity Crimes. In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

14.14. Independent Contractor. Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture. Contractor hereby accepts complete responsibility as a principal for its agents, Subcontractors, vendors, materialmen, suppliers, their respective employees, agents and persons acting for or on their behalf, and all others Contractor hires to perform or to assist in performing the Work.

14.15. Third Party Beneficiaries. Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

14.16. Severability. In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

ARTICLE 15. INSPECTOR GENERAL AUDIT RIGHTS.

- 15.1** Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- 15.2** The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its

overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

- 15.3** Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- 15.4** The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- 15.5** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
- i. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- 15.6** The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.
- 15.7** Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Contractor or third parties.

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

The following provisions shall be applicable to the Contract and shall supersede any conflicting provisions contained elsewhere in the Contract.

A. BREACHES AND DISPUTE RESOLUTION. For all purchases in excess of the simplified acquisition threshold, currently \$150,000, the following provisions shall apply:

(1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the City's project manager or contractor manager, shall be referred, in writing, to the authorized representative of the City Mayor for a decision. If there is a disagreement among the parties regarding the decision of the City Mayor's representative, then either party may submit any claim, counterclaim, dispute and other matters in question between the City and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within The City of Miami Beach.

(2) Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

(3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

B. TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The City shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The City shall be the sole judge of "reasonable costs."

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the City shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately or this Agreement may be terminated by the City. The City reserves the right to avail itself of any and all remedies available at law or at equity, including claims for damages and injunctive relief. The City further reserves the right to suspend or debar the Contractor in accordance with the appropriate City ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the City's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the City cure said breach. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY

(1) In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

(2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of this Equal Opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance.

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and **COPELAND “ANTI-KICKBACK” ACT** (18 USC § 40 U.S.C. 3145). The Davis-Bacon Act and the Copeland Anti-Kickback Act only apply to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program. Accordingly, if applicable to this Contract:

(1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

a) In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City will attach a copy of the current prevailing wage determination issued by the Department of Labor to this form.

b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).

c) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

Contractors and Subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor or subcontractor shall insert in any subcontracts the clause in these subparagraphs (G)(1) and (2), and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this clause. A breach of this clause may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704.

If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. §§ 3702 and 3704, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek. In the event of any violation of the preceding clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided herein. The Contractor or subcontractor shall insert in any subcontracts this clause set forth in subsection (F) herein also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in herein.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251- 1387.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. ENERGY CONSERVATION.

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a provision requiring such compliance in its lower tier covered transactions.

(2) By signing and submitting this form, the Contractor shall also execute and provide the City with, and require all lower tiered contractors to also execute, the certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction" attached hereto. The Contractor shall require all lower tier participants to agree that they: a. shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City; and ii. they will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to check the Non-procurement List issued by U.S. General Service Administration. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Contractor and any other participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If the Contractor or any other lower tier participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the City may pursue available remedies including suspension and/or debarment.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

L. RECYCLED PRODUCTS/RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962), including but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. All goods and/or services to be purchased as a result of any award under this Contract shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the Contractor and vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg>.

M. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).

Pursuant to C.F.R. 200.321 (g), the City will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

N. ACCESS TO RECORDS. In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS. The Contractor hereby acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

P. DHS SEAL, LOGO, AND FLAGS. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

R. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

S. CHANGES

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract.

T. INDEMNIFICATION

For any work performed on Federally funded projects, the Contractor agrees to indemnify and hold harmless the Federal Government, its employees and/or contractors, the County, its employees and/or contractors, and the City and its employees and/or contractors from liability to third parties for claims asserted under the contract.

U. E-VERIFY. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

ATTACHMENT B
ADDENDA AND ITB SOLICITATION



PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139
www.miamibeachfl.gov

ADDENDUM NO. 2
INVITATION TO BID NO. 2022-441-DF
INDIAN CREEK LANDSCAPE, IRRIGATION, BOLLARD LIGHTING, AND CONCRETE PATH INSTALLATION
October 6, 2022

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

- I. REVISION: ITB DUE DATE AND TIME.** The deadline for the electronic receipt of bids is extended until 3:00 p.m., on Thursday, October 13, 2022.

All bids received and time stamped through PeriscopeS2G, prior to the bid submittal deadline shall be accepted as timely submitted. Bids will be opened promptly at the time and date specified. Hard copy bids or bids received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of bids are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

II. ATTACHMENT(S):

- **Attachment A: Appendix I – Special Conditions (attached herein)**

III. RESPONSES TO QUESTIONS RECEIVED:

Q1: We distribute and install LED lights (bollards, streetlights interior lighting), can we bid on those items separately?

A1: No. However, subcontractors may work with bidders on any item. If the referenced product is other than as specified, refer to Attachment A - Appendix I - Special Conditions.

Q2: What is the proposed budget for this project?

A2: The budget for this project is \$2,080,167.27 and can be found in the ITB Summary under "Estimated Budget."

Q3: We can manufacture same Bollards locally in Miami with same specifications. Would you accept alternates?

A3: Refer to Attachment A - Appendix I - Special Conditions for instructions on submitting a request to consider alternate products.



Q4: What is the Project Duration?

A4: The project duration can be found in section “Contract Time & Schedule” of “Project Specific Information & Requirements” in the ITB Summary.

Q5: Does this Project require Certified Payroll?

A5: Yes, refer to Appendix C paragraph 3 titled “Certified Payroll” of the ITB and City Code Section 31-32 titled “Certified payroll reporting requirement.”

Q6: Is the Master Permit Fee is reimbursable to the GC?

A6: Yes.

Q7: Do all Subcontractors pay for their permits?

A7: Yes. The Bidder shall obtain and pay for all permits. The City will reimburse the cost of the permits.

Q8: Sheet HD1 details 1/2 concrete pad detail color standard gray. Please confirm if this is not Miami Beach Red.

A8: The sheet HD1 details are correct, standard gray is the approved color for the concrete on this project.

Q9: Going through the package & plans I see the Gravity Walls are listed on shown on the plans, but no detail is provided. Would you be able to provide a detail please.

A9: The gravity walls are not part of the scope of work for this project.

Q10: Are the following items NOT included in this project? Seawall / Existing, Concrete sidewalk / Existing and Barrier Wall / Existing. Repairs or replacement or any work

A10: The Seawall / Existing Concrete Sidewalk / Existing Barrier Wall are NOT included in the scope of work for this project. However, any damage to the existing hardscape elements by the successful bidder during the execution of this project must be repaired by the successful bidder.

Q11: Please clarify on plant specifications as relationship from Ht to Cal and which specification is to be followed.

- Gumbo Limbo 16' Ht x 6' Sprd with 5" Cal? Which specification to be used Ht or Cal?
- Brazilian Beautyleaf 16' Ht x 6' Sprd with 5" Cal? Which specification to be used Ht or Cal?
- Live Oak 16' Ht x 6' Sprd with 5" Cal? Which specification to be used Ht or Cal?

MIAMIBEACH

PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor

Miami Beach, Florida 33139

www.miamibeachfl.gov

A11: Both the height (Ht) and caliper (Cal) are the specifications to be used, with caliper (Cal) and spread (Sprd) being the minimum accepted specifications (can be exceeded) to achieve the desired specified height (Ht).

Q12: Sylvester's listed on the bid form but not shown on the Tree Disposition List. Coconuts listed on the Tree Disposition List but not on the bid form. Please advise if we are strictly to follow the bid form.

A12: The existing Sylvester Palms will be relocated on site. Existing Coconut Palms to be removed, no new Coconut Palms are proposed.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Contact: Danny Flores	Telephone: 305-673-7000 ext. 26652	Email: DannyFlores@miamibeachfl.gov
--------------------------	---------------------------------------	--

Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential proposers that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,

Kristy Bada
Procurement Contracting Manager



PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139
www.miamibeachfl.gov

Attachment A: Appendix I – Special Conditions

APPENDIX I



Special Conditions



PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139
www.miamibeachfl.gov

ADDENDUM NO. 1
INVITATION TO BID NO. 2022-441-DF
INDIAN CREEK LANDSCAPE, IRRIGATION, BOLLARD LIGHTING, AND CONCRETE PATH INSTALLATION
("the ITB")
September 21, 2022

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

I. ATTACHMENT(S):

Attachment A - Site Visit Sign-in Sheet and Pre-bid Meeting Sign-in Sheet

A FORTHCOMING ADDENDUM WILL CONTAIN RESPONSES TO QUESTIONS RECEIVED.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact: Danny Flores	Telephone: 305-673-7000 ext. 26652	Email: DannyFlores@miamibeachfl.gov
--------------------------	---------------------------------------	--

Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,

Natalia Delgado

Natalia Delgado
Procurement Contracting Officer III



PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor

Miami Beach, Florida 33139

www.miamibeachfl.gov

SPECIAL CONDITIONS

1. SUBMISSION/CONSIDERATION OF APPROVED EQUAL PRODUCTS. An “equal” or alternate product may be considered by the City in accordance with the plans and specifications of the solicitation. Where an “or equal” item is offered, product information sheets shall be provided. The “or equal” offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required by request of the City, two (2) copies of performance test results of the unit offered as an equal. Also, for product information submittals, all supporting documentation submitted by the bidder must in total meet the required specifications set forth in this solicitation.

Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the bidder shall state, in an official letter on corporate letterhead as part of their submitted documentation, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any “or equal” offers submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all “or equal” items offered are required for evaluation, such items are to be provided at no cost to the City at the time of specific request. Failure to meet this requirement may result in the “or equal” offer being rejected.

For “equal” products to be evaluated based on submission of product labels, the initial offer shall be accompanied with labels indicating the specification for each “or equal” item offered. Failure to meet this requirement may result in your offer being rejected.

The City shall be sole judge of quality, based on the best interests of the City, and its decision in this regard shall be final.

ITB SUMMARY

The purpose of this ITB Summary is to summarize the major terms, conditions and requirements of the ITB. Bidders shall note that various paragraphs within these bid documents have a box () which may be checked (). If the box is checked, the language is made a part of the bid documents and compliance therewith is required of the Bidder; if the box is not checked, the language is not made a part of the bid documents. It is the Bidder's responsibility to become familiar with all terms, conditions and requirements of the ITB, whether or not included in the ITB Summary. Further, it is the Bidder's responsibility to make note of and account for any revisions to any portion of the ITB Summary that may result from an addendum to the ITB.

ITB Information & General Requirements	
ITB No.:	2022-441-DF
ITB Title:	INDIAN CREEK LANDSCAPE, IRRIGATION, BOLLARD LIGHTING, AND CONCRETE PATH INSTALLATION
Date of Issuance:	September 9, 2022
Project Description & Scope of Work:	<p>The City of Miami Beach is currently constructing a seawall along the western edge of Indian Creek Drive, from approximately 24th Street north to 41st Street. The seawall, which runs along the Indian Creek waterway, also features a raised planting area to serve as a landscape enhancement for the Indian Creek Drive corridor and neighborhood, a traffic buffer (visual and sound) for the residents on the western side of the waterway, and a north-south pedestrian connection. The purpose of the ITB is to enhance the site, which spans 17 contiguous city blocks, with vegetation (trees/palms, shrubbery, groundcover, mulch), irrigation, a concrete pedestrian path, and bollard lighting.</p> <p>The scope of work shall include all labor, materials, and equipment necessary to perform the complete and proper construction/installation of landscape, irrigation, bollard lighting, and concrete path work as detailed in the drawings. All work must be performed in a safe, continuous manner, to industry standards, by qualified personnel. The bidder is responsible for obtaining all related permits and documentation necessary for the execution of the project.</p> <p>Specifications are further detailed in Appendix F and G.</p>
Project Location:	Indian Creek Drive, 2400 Block – 4000 Block
Estimated Budget:	\$2,080,167.27
Procurement Contact:	Name: Danny Flores Telephone: 305-673-7000 ext. 26652 Email: dannyflores@miamibeachfl.gov
Cone of Silence:	<p>Bidders are hereby advised that, pursuant to Section 2-486 of the City Code, this solicitation is under the Cone of Silence law. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.</p> <p>Reference: Section 0400, Solicitation Terms and Conditions</p>

Important Dates	
<p>Due Date & Time for Bid Submittal:</p> <p>Due date may be modified by addendum to the ITB. It is important that Bidder download all addenda.</p>	<p>The deadline for submittal of bids is 3:00 PM, on October 10, 2022.</p> <p>Join on your computer or mobile app Click here to join the meeting Meeting ID: 242 941 354 554 Passcode: eBBgWH Download Teams | Join on the web</p> <p>Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: 897 760 713, then #</p> <p>Bidders are cautioned that late bids cannot be submitted. Bidders are fully responsible for assuring that bids are received by the deadline.</p>
<p>Pre-Bid Conference:</p> <p><input checked="" type="checkbox"/> Pre-Bid Conference will be held.</p> <p><input type="checkbox"/> Pre-Bid Conference is Mandatory.</p> <p><input type="checkbox"/> A Pre-Bid Conference will not be held.</p>	<p>Date: September 20, 2022 Time: 2:00 PM</p> <p>Location: via Microsoft Teams</p> <p>Join on your computer or mobile app Click here to join the meeting Meeting ID: 276 713 212 031 Passcode: n2wcXt Download Teams | Join on the web</p> <p>Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: 390 981 711, then #</p> <p>Reference: Section 0100, Sub-section 6, Pre-Bid Interpretations.</p>
<p>Site Visit:</p> <p><input checked="" type="checkbox"/> Site Visit will be held.</p> <p><input type="checkbox"/> Site Visit is Mandatory.</p> <p><input type="checkbox"/> Site Visit will not be held.</p>	<p>Date: September 20, 2022 Time: 10:00 AM Location: Indian Creek Drive, to start on 2400 Block and walk-through the 4000 Block</p>
<p>Last Day for Receipt of Questions:</p>	<p>September 28, 2022 by 5:00 PM ET</p> <p>Questions will be allowed up to 10 days before the initial deadline for submittal of Bids. Questions must be directed to dannyflores@miamibeachfl.gov, with a copy to the City Clerk rafaelgranado@miamibeachfl.gov.</p> <p>Reference: Section 0100, Sub-section 6, Pre-Bid Interpretations.</p>

Project Specific Information & Requirements	
<p>Minimum Requirements:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>Bids from bidders that do not meet the following Minimum Requirements shall be deemed non-responsive and shall not be considered.</p> <p>1. <u>Licensing Requirements</u>. Bidder shall be State of Florida Certified General Contractor OR Miami Dade County Licensed General Contractor to be considered for award.</p> <p style="padding-left: 40px;">Submittal Requirement: Provide a copy of the license.</p> <p>2. <u>Previous Experience of Bidder (Firm and/or its principal)</u>. Bidder and/or its principal must have been awarded a minimum of three (3) projects of similar scope and budget within the last ten (10) years, two (2) of which must be completed, and the third may be ongoing. A project of similar scope shall be defined as landscaping, hardscape, irrigation, or lighting with a construction cost of at least \$1 million.</p> <p style="padding-left: 40px;">Submittal Requirement: For each project, submit: 1) Owner Name, 2) Contact Name, Telephone & Email, 3) Project Address, 4) Narrative on Scope of Services Provided, 5) Contract amount and completion date.</p> <p>Reference: Section 0200.</p>
<p>Bid Bond Requirements:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>If the requirement applies, an electronic copy of the Bid Bond must be submitted through Periscope S2G with the bid <u>on or before the deadline for submittal of bids</u>, in the amount of 5% of the total base bid amount, payable to City of Miami Beach, Florida. Additionally, the original bid bond must be mailed to the address below by the deadline for submittal of bids or within three (3) days of bid submittal due date.</p> <p>Failure to include a copy of the bid bond with the electronic bid submittal AND submit the original bid bond to the address below by the deadline for submittal of bids or within three (3) days of bid submittal due date shall result in the bid being deemed non-responsive.</p> <p>Attn: Procurement Department City of Miami Beach City Clerk's Office 1700 Convention Center Dr., 1st Floor Miami Beach, 33139</p> <p>Reference: Appendix B Bid Bond Form Section 0100, Sub-section 8, Bid Bond.</p>

<p>Davis-Bacon Wage Rates:</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>If the requirement applies, Bidder agrees it, and its sub-contractors, shall pay laborers and mechanics employed under the contract no less than the prevailing wage rate and fringe benefit payments to be used in implementation of this article shall be those last published by the United States Department of Labor in the Federal Register prior to the date of issuance of the ITB.</p>
<p>Insurance:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p style="text-align: center;">TYPE 9 – CONSTRUCTION W/ DESIGN AND PROFESSIONAL SERVICES (BUILDERS RISK) INSURANCE REQUIREMENTS</p> <p>The Contractor shall maintain and require that their subcontractors maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.</p> <p>A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.</p> <p>B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.</p> <p>C. Automobile Liability Insurance covering any automobile, if Contractor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$2,000,000 combined per accident for bodily injury and property damage.</p> <p>D. Professional Liability (Errors & Omissions) Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.</p>

E. Builders Risk Insurance utilizing an "All Risk" coverage form, with limits equal to the completed value of the project and no coinsurance penalty. *(City of Miami Beach shall be named as a Loss Payee on this policy, as its interest may appear. This policy shall remain in force until acceptance of the project by the City.)*

F. Umbrella Liability Insurance in an amount no less than \$10,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.

G. Contractors' Pollution Legal Liability *(if project involves environmental hazards)*, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

	<p>CERTIFICATE HOLDER MUST READ: CITY OF MIAMI BEACH c/o EXIGIS Insurance Compliance Services P.O. Box 4668 – ECM #35050 New York, NY 10163-4668</p> <p>Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:</p> <p style="text-align: center;">Certificates-miamibeach@riskworks.com</p> <p>Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.</p> <p>Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.</p>
<p>Contract Price:</p> <p><input checked="" type="checkbox"/> Lump sum pricing shall apply.</p> <p><input type="checkbox"/> Unit pricing.</p>	<p>As indicated, contract pricing shall be based on lump sum or unit pricing in accordance with Section 0400, Terms and Conditions of the Contract. Award shall be made in accordance with Section 0100, Instructions to Bidders subsection 10, Method of Award.</p>
<p>Alternates:</p> <p><input checked="" type="checkbox"/> Included.</p> <p><input type="checkbox"/> Not Included.</p>	<p>In determining lowest bid, the City may consider the total base bid cost or the cost of the total base bid plus any selected alternates (as applicable). The consideration of any bid alternate (if applicable) shall be solely at the City's discretion. If applicable, bid alternates will be detailed in the Bid Price Form, Appendix A. Determination of award (including whether bid alternates will be included in the award) shall be made in accordance with Section 0100, Instructions to Bidders subsection 10, Method of Award.</p>
<p>Contract Time & Schedule:</p>	<p>Days for Substantial Completion: <u>120</u> days Days for Final Completion: <u>30</u> days</p> <p>Project Scheduling Software Required:</p> <p><input checked="" type="checkbox"/> Bar Chart <input type="checkbox"/> Computerized CPM using Primavera "P6" software <input type="checkbox"/> Modified CPM <input type="checkbox"/> Microsoft Project</p> <p>Reference: Section 0400, Terms and Conditions of the Contract.</p>
<p>Liquidated Damages:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>1. Failure to achieve Substantial Completion: \$2,400.00/day 2. Failure to achieve Final Completion: \$2,400.00/day</p> <p>Reference: Section 0400, Terms and Conditions of the Contract.</p>

<p>Local Workforce Participation:</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>If the requirement applies, the Bidder agrees it, and its subcontractors, shall make its good-faith, reasonable efforts to promote employment opportunities for Miami-Dade County residents by seeking to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County residents. The contractor shall also make its best reasonable efforts to promote employment opportunities for Miami Beach residents.</p> <p>Refer to Section 0100, Sub-section 9, Prevailing Wage Rates & Local Workforce Participation and City Code Sec. 31-40. - Local workforce participation goals and reporting requirements for city construction contracts.</p>
<p>Minimum % of Self-Work Requirement:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>Minimum % of the Work Contractor self-perform with its own forces: 20%</p> <p>See Section 0400, Terms and Conditions of the Contract.</p>
<p>Performance & Payment Bond Requirements:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>See Section 0400, Terms and Conditions of the Contract.</p> <ol style="list-style-type: none"> 1. Terms and Conditions for Services General <p style="text-align: center;">AND</p> <ol style="list-style-type: none"> 2. General Conditions for Construction Contracts
<p>Prevailing Wage Rates:</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>If the requirement applies, Bidder agrees it, and its subcontractors, shall pay laborers and mechanics employed under the contract no less than the prevailing wage rate and fringe benefit payments to be used in implementation of this article shall be those last published by the United States Department of Labor in the Federal Register prior to the date of issuance of the ITB.</p> <p>Refer to Section 0100, Sub-section 9, Prevailing Wage Rates & Local Workforce Participation and City Code Sec. 31-27. - Establishment of minimum wages for city construction contracts.</p>
<p>Required Permits:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p><u>PERMITS:</u> The CONTRACTOR shall obtain and pay for any permits that may be required for execution of the work, including but not limited to:</p> <ol style="list-style-type: none"> 1. City of Miami Beach Building permit(s) (as applicable) 2. Right of Way permit(s) (as applicable) 3. Any additional permits that may be applicable for the scope of work.

<p>Trench Safety Act Requirements</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>Reference: Section 0100, Sub-section 12, Florida Trench Safety Act.</p>
<p>Consultant:</p>	<p>Craven Thompson & Associates, Inc. (Landscape Architecture); Masuen Consulting, LLC (Irrigation Design); and, Quantum Electrical Engineering, Inc. (Electrical Engineering)</p>
<p>Submittal Requirements</p>	
<p>Submittal Location:</p>	<p>Bids will be submitted ELECTRONICALLY ONLY through Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com).</p>
<p>Submittal Format & Requirements:</p>	<p>Bids are to be submitted ELECTRONICALLY ONLY, contain all information, and organized in accordance with Section 0300, including:</p> <p style="text-align: center;"><u>BID SUBMITTAL QUESTIONNAIRE -- CONSTRUCTION</u></p> <p>Submit the Bid Submittal Questionnaire – Construction; The questionnaire is an online fillable form that must be completed and submitted electronically via Periscope S2G.</p> <p style="text-align: center;"><u>TAB 1: MINIMUM QUALIFICATIONS AND SUBMITTAL REQUIREMENTS</u></p> <p>Submit evidence, as specifically requested in the ITB Summary, of compliance with each minimum requirement(s) of this ITB. Bidders that do not comply, or for whom the City cannot verify compliance, shall be deemed non-responsive and its bid shall not be considered.</p> <p style="text-align: center;"><u>TAB 2: BID PRICE FORM & BID BOND</u></p> <p>The following documents shall be submitted with the by the deadline for submittal of bids:</p> <ol style="list-style-type: none"> 1. Bid Price Form, including Schedule of Values. (Appendix A). 2. Bid Bond Form. (Appendix B.) If the requirement applies, an electronic copy of the Bid Bond must be submitted through Periscope S2G with the bid on or before the deadline for submittal of bids, in the amount of 5% of the total base bid amount, payable to City of Miami Beach, Florida. Additionally, the original bid bond must be mailed to the address below by the deadline for submittal of bids or within three (3) days of bid submittal due date. <p style="text-align: center;">Failure to include a copy of the bid bond with the electronic bid submittal AND submit the original bid bond</p>

to the address below by the deadline for submittal of bids or within three (3) days of bid submittal due date shall result in the bid being deemed non-responsive.

Attn: Procurement Department
City of Miami Beach
City Clerk's Office
1700 Convention Center Dr., 1st Floor
Miami Beach, 33139

**FAILURE TO SUBMIT THE MOST RECENT COMPLETED:
1) BID PRICE FORM, INCLUDING SCHEDULE OF
VALUES (EITHER INCLUDED IN THE ORIGINAL ITB OR
RELEASED VIA AN ADDENDUM) AND 2) BID BOND WITH
ITS BID SHALL RESULT IN BID BEING DEEMED NOT
RESPONSIVE AND NOT BEING FURTHER
CONSIDERED.**

TAB 3: OTHER BID FORMS

Submit other forms if required in the ITB Summary, including but not limited to:

3. **Local Workforce Participation Program Responsible Contractor Affidavit Form (Appendix C)** If ITB Summary indicates a Local Workforce Participation Program is applicable then this form must be submitted.
4. **Trench Safety Certification Form (Appendix D)** If ITB Summary indicates a Trench Safety Act is applicable then this form must be submitted.

TABLE OF CONTENTS

SOLICITATION SECTIONS:

0100	.....	INSTRUCTIONS TO BIDDERS
0200	.....	MINIMUM QUALIFICATIONS
0300	.....	BID SUBMITTAL FORMAT
0400	.....	TERMS & CONDITIONS (Under separate cover)

APPENDICES:

APPENDIX A	.....	BID PRICE FORM & SCHEDULE OF VALUES
APPENDIX B	.....	BID BOND FORM
APPENDIX C	.....	PREVAILING WAGES AND LOCAL WORKFORCE PARTICIPATION
APPENDIX D	.....	TRENCH SAFETY CERTIFICATION FORM
APPENDIX E	.....	CONTRACT FORM
APPENDIX F	.....	PROJECT SPECIFICATIONS
APPENDIX G	.....	LIST OF PLANS (Under separate cover)
APPENDIX H	.....	POST AWARD FORMS

SECTION 0100 – INSTRUCTIONS TO BIDDERS:

1. **General.** This Invitation to Bid (ITB) is issued by the City of Miami Beach, Florida (the “City”), as the means for prospective Bidders to submit their qualifications and bid (the “Bid”) to the City for the City’s consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Bidders and, subsequently, the successful Bidder(s) (the “contractor[s]”) if this ITB results in an award.

The City utilizes Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Proposer who has received this ITB by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this ITB. Failure to receive an addendum may result in disqualification of proposal submitted.

2. **Background and Scope of Work.** The Project is described more fully in the Invitation to Bid Summary (and/or the exhibits referenced therein).
3. **Abbreviations and Symbols.** The abbreviations used throughout the Contract Documents are defined hereinafter in the Technical Specifications. The symbols used in the Plans are defined therein.
4. **Examination of Contract Documents and Site.** It is the responsibility of each Bidder before submitting a Bid, to:
 - a. Examine the Contract Documents thoroughly.
 - b. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
 - c. Take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award.
 - d. Study and carefully correlate Bidder's observations with the Contract Documents.
 - e. Carefully review the Contract Documents and notify City of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. **Location of Work.** This Scope of Work shall be completed at the Project Site/Location of the Work specified in the Invitation to Bid Summary (the “Project Site”).
6. **Pre-Bid Interpretations.** Only those questions answered by the City’s Procurement Department, via written addendum to this ITB, shall be binding as to this ITB. City’s answers

to questions may supersede terms noted in this ITB, and in such event, such answers shall govern and control this ITB. Verbal and other interpretations or clarifications of City representatives or employees will be without legal effect. All questions about the meaning or intent of the Contract Documents are to be directed to the City's Procurement Director in writing. Interpretations or clarifications considered necessary by the City's Procurement Director in response to such questions will be issued by City by means of addenda mailed or delivered to all parties recorded by the City's Procurement Director as having received the Bidding Documents. **Written questions should be received no less than ten (10) calendar days prior to the date of the opening of Bids. There shall be no obligation on the part of City or the City's Procurement Director to respond to questions received less than ten (10) calendar days prior to bid opening.**

7. **Electronic Form of Bid**. All bids must be made upon the blank Bid/Tender Form included herein and must give the price in strict accordance with the instructions thereon. The bid must be signed and acknowledged by the Bidder in accordance with Section 0300 and must be received on or before the deadline for the submittal of bids. Late bids will not be accepted and will not be considered. It is the Bidder's responsibility to account any possible delay.
8. **Bid Bond**. If the Invitation to Bid Summary specifies that a bid bond is required, Bidder shall submit, **WITH ITS BID** (fully executed), either an original bid bond, in a form acceptable to the City, executed by a surety company meeting the qualifications specified herein, in the amount of 5% of the total base bid amount, payable to City of Miami Beach, Florida. In the alternative, Bidder may submit a certified check or cashier's check issued by any national or state bank (United States).

A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID SECURITY.

Security of the successful Bidder shall be forfeited to the City of Miami Beach as liquidated damages, not as a penalty, for the cost and expense incurred should said Bidder fail to execute the Contract, provide the required Performance Bond, Payment Bond (recorded by Miami Dade County) and Certificate(s) of Insurance, within ten (10) calendar days after the bidder's receipt of the Contract for execution, or failure to comply with any other requirements set forth herein. Bid bonds of the unsuccessful Bidders will be returned after award to the successful Bidder.

9. **Prevailing Wage Rates & Local Workforce Participation**. See ITB Bid Summary to determine if prevailing wages and local workforce participation are a requirement of this ITB. If required, Chapter 31, Articles II and III, of the Code of City of Miami Beach requires that the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract, shall not be less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work, as established by the Federal Register last published by the United States Department of Labor prior to the date of issuance of this solicitation. Additionally, the contractor will make its best reasonable efforts to promote employment opportunities for Miami-Dade County residents by seeking to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County residents. The contractor shall also make its best reasonable efforts to promote employment opportunities for Miami Beach residents. **Refer to Appendix B for additional information and submittal requirements of these programs, and the applicable prevailing wage table for the project.**

10. **Method of Award.** The City Manager may recommend to the Mayor and City Commission award to the lowest responsive and responsible bidder meeting all terms, conditions, and specifications of the ITB.

On the Bid Price Form (Appendix A), the Bidder must state its Total Base Bid, which includes the cost of the base project scope requirements (inclusive of all terms, conditions, specifications, plans, and any other requirement), and the Grand Total Bid, which includes the Total Base Bid plus permit and trench safety indemnification allowances.

The Bid Price Form (Appendix A) may also include Additive Alternates, which add certain additional scope elements, and Deductive Alternates, which reduce certain scope elements. The City may consider additive or deductive bid alternates to achieve the maximum project scope within the available budget.

When bids are below the stated budget, the City may consider including one or more Additive Alternate, in the order of priority stated, in determining the lowest responsive, responsible bidder. When bids are above the stated budget, the City may consider including one or more Deductive Alternate, in the order of priority stated, in determining the lowest responsive, responsible bidder.

The responsive, responsible bidder submitting the lowest sum of the Grand Total Bid plus any alternates selected by the City shall be considered the lowest responsive, responsible bidder.

In addition to price, the following factors, pursuant to Section 2-369 of the City Code, shall be considered:

- The ability, capacity and skill of the Bidder to perform the Contract.
- Whether the Bidder can perform the Contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- The quality of performance of previous contracts.
- The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract.

The City Manager shall also have the authority to reject any and all bids, pursuant to Section 2-367 of the City Code.

The City Commission may consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received.

The approval of the City Manager's recommendation by the City Commission shall not constitute a binding contract between the City and the selected Bidder(s). A binding contract will exist upon the complete execution and delivery of the City's contract.

11. **Contract Price.** The Contract Price consists of the total base bid amount and the owner's contingency (to be used solely by the City at its sole discretion for the purpose described in that Contract Documents). The Contract Price, exclusive of the Owner's Contingency, includes, without limitation, all costs for all labor, materials, equipment, fixtures, freight, field supervision, supervisory expenses, project vehicles, field office and equipment, postage and delivery, safety and first aid, telephone, transportation of employees, parking, insurance,

taxes, preparation and maintenance of the construction schedule and the preparation of as-built and shop drawings, as well as Contractor's overhead and profit required for completion of all the Work in accordance with the requirements of the Contract Documents, including work reasonably inferable therefrom, even if such items of Work are not specifically or expressly identified as part of a line item in the Bid Price Form.

12. **Florida Trench Safety Act.** If the work involves trench excavations that will exceed a depth of 5 feet, the requirements of Florida Statutes, Chapter 553, Part III, Trench Safety Act, will be in effect. The Bidder, by virtue of submitting a bid, certifies that such Act will be complied with during the execution of the work. Bidder acknowledges that the total bid price includes all costs for complying with the Florida Trench Safety Act. The Trench Safety Certification Form can be found in Appendix D. If ITB Summary indicates a Trench Safety Act is applicable, then this form must be submitted.
13. **E-Verify.** As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.
14. **How to Manage or Create a Vendor Profile on Vendor Self Service (VSS).** In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self-Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to vendorsupport@miamibeachfl.gov.

15. **Supplier Diversity.** In an effort to increase the number and diversity of supplier options in the procurement of goods and services, the City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

SECTION 0200 – MINIMUM QUALIFICATIONS AND REQUIREMENTS

The Minimum Eligibility Requirements for this solicitation are listed in the ITB Bid Summary. Bidders that fail to comply with minimum requirements shall be deemed non-responsive and shall not have its bid considered.

Rest of page left blank intentionally.

SECTION 0300 – ELECTRONIC BID SUBMITTAL FORMAT

1. **ELECTRONIC RESPONSES (ONLY).** Bids must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the deadline for bid submittals. The City will only consider the latest version of the bid.

Electronic bid submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the Bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only bid submittals received and time stamped by Periscope S2G (formerly BidSync) prior to the bid submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each Bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for bid submittals.

2. **REQUIRED DOCUMENTS.** Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive bids will not be considered.
 - a. Bid Submittal Questionnaire (The questionnaire is not a part of the ITB it is an online fillable form that must be completed and submitted electronically via Periscope S2G.)
 - b. Bid Price Form (Appendix A)
 - c. Bid Bond (Appendix B) If ITB Summary indicates a bid bond is required then a fully executed bid bond must be submitted)
3. **OMITTED INFORMATION.** The City reserves the right to request any documentation omitted, **with exception of the required documents set forth in section 2 above, which must be submitted at time of bid.** Bid Submittals received without the Bid Price Form or Bid Bond (if applicable), or with an incomplete Bid Price Form or Bid Bond (if applicable), shall be deemed non-responsive. Bidder must submit any other omitted documentation within *three (3) business days upon request from the City*, or the bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.
4. **ELECTRONIC PROPOSAL FORMAT.** In order to maintain comparability, facilitate the review process and assist the in the review of bid submittals, it is strongly recommended that bids be organized and tabbed in accordance with the tabs, and sections as specified

in the below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in Periscope S2G.

TAB 1: MINIMUM QUALIFICATIONS AND SUBMITTAL REQUIREMENTS

Submit evidence, as specifically requested in the ITB Summary, of compliance with each minimum requirement(s) of this ITB. Bidders that do not comply, or for whom the City cannot verify compliance, shall be deemed non-responsive and its bid shall not be considered.

TAB 2: BID PRICE FORM & BID BOND

The following documents shall be submitted with the by the deadline for submittal of bids:

1. **Bid Price Form**, including Schedule of Values. (Appendix A)
2. **Bid Bond**. (Appendix B) If the requirement applies, an electronic copy of the Bid Bond must be submitted through Periscope S2G with the bid on or before the deadline for submittal of bids, in the amount of 5% of the total base bid amount, payable to City of Miami Beach, Florida. Additionally, the original bid bond must be mailed to the address below by the deadline for submittal of bids or within three (3) days of bid submittal due date.

Failure to include a copy of the bid bond with the electronic bid submittal AND submit the original bid bond to the address below by the deadline for submittal of bids or within three (3) days of bid submittal due date shall result in the bid being deemed non-responsive.

Attn: Procurement Department
City of Miami Beach
City Clerk's Office
1700 Convention Center Dr., 1st Floor
Miami Beach, 33139

FAILURE TO SUBMIT THE MOST RECENT COMPLETED: 1) BID PRICE FORM, INCLUDING SCHEDULE OF VALUES (EITHER INCLUDED IN THE ORIGINAL ITB OR RELEASED VIA AN ADDENDUM) AND 2) BID BOND WITH ITS BID SHALL RESULT IN BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED.

TAB 3: OTHER BID FORMS

Submit any other form requested on the ITB Summary, including but not limited to:

1. **Local Workforce Participation Program Responsible Contractor Affidavit Form** (Appendix C) If ITB Summary indicates a Local Workforce Participation Program is applicable then this form must be submitted).

2. **Trench Safety Certification Form** (Appendix D) If ITB Summary indicates a Trench Safety Act is applicable then this form must be submitted.

Rest of page left blank intentionally.

0400 – TERMS AND CONDITIONS

The following documents identify terms and conditions that together with the ITB, inclusive of all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation and the contract, and are complementary to one another and together establish the complete terms, conditions and obligations of the Bidder and, subsequently, the awarded contractor.

1. **SOLICITATION TERMS & CONDITIONS - GOODS & SERVICES - FORMAL SOLICITATIONS.** By virtue of submitting a bid in response to this ITB, Bidder agrees to be bound by and in compliance with the Solicitation Terms and Conditions (dated 07/07/22), incorporated herein, located at:
<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>
2. **GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS.** By virtue of submitting a bid in response to this ITB, Bidder agrees that all work shall be bound by and in compliance with the General Conditions for Construction Contracts (dated 4/13/20), incorporated herein, located at:
<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>
3. **SOLICITATION TERMS & CONDITIONS – GRANTS AND FEDERAL REQUIREMENTS.** By virtue of submitting a bid in response to this ITB, Bidder agrees to be bound by and in compliance with the Contract Provisions for Federal Awards (dated 4/20/20), incorporated herein, located at:
<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

Rest of page left blank intentionally

APPENDIX A

MIAMI BEACH

Bid Price Form

**MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL
RENDER BID NON-RESPONSIVE.**

Bid Price Form

FAILURE TO SUBMIT THIS BID PRICE FORM FULLY COMPLETED ON OR BEFORE THE DUE DATE FOR BIDS SHALL RENDER THE BID NON-RESPONSIVE AND BIDDER SHALL RECEIVE NO FURTHER CONSIDERATION.

The TOTAL BASE BID amount includes the all-inclusive total cost for the work specified in this bid, consisting of furnishing all materials, labor, equipment, shoring, supervision, mobilization, demobilization, overhead and profit, insurance, permits, and taxes to complete the work to the full intent as shown or indicated in the contract documents. The city will not accept any revision to the total base bid sum, divisions, line item totals, or add alternates, after the deadline for receipt of bids.

In the event of discrepancy between the sum of the items in the schedule of values and the total base bid, the Bidder agrees that the total base bid shall govern. In the absence of a numerical value for any item or division, the City shall interpret as no bid for the division, which may disqualify Bidder.

The allowance items that have been delineated below shall be used only upon the City's discretion, as needed. In the event that an allowance is not used in its entirety, any remaining balance shall be reflected on a deductive change order.

TOTAL BASE BID

TOTAL BASE BID AMOUNT	\$
¹ Indemnification of City	\$25.00
Permit Allowance	\$75,000.00
GRAND TOTAL (TOTAL BASE BID AMOUNT + INDEMNIFICATION OF CITY + PERMIT ALLOWANCE)	\$

¹See Section 0100, Sub-section 12.

ADDITIVE ALTERNATES (In order of priority)

Selection of additive alternates, if any, will be made pursuant to Section 0100, No. 10 Method of Award.

Item	Description	Quantity	U / M	Unit Cost	Total (Quantity X Unit Cost)
1A	Bollard Lighting Install (per plans and specifications)	1	Lump Sum	\$	\$

DEDUCTIVE ALTERNATES (In order of priority)

Selection of deductive alternates, if any, will be made pursuant to Section 0100, No. 10 Method of Award.

Item	Description	Quantity	U / M	Unit Cost	Total (Quantity X Unit Cost)
NOT APPLICABLE					

SCHEDULE OF VALUES

Bidders should fully complete the Schedule of Values to include quantities, units of measure, unit pricing, and totals. The cost of any item(s) of work not covered by a specific contract unit price shall be included in the contract unit price to which the item(s) is most applicable. Both unit price and extended total prices must be stated in units of quantity specified in the bidding specifications. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT OF MEASUREMENT	UNIT COST (B)	TOTAL (AxB = C)
GENERAL REQUIREMENTS					
1	MOBILIZATION (3%)	1	LS	\$	\$
2	MAINTENANCE OF TRAFFIC (6%)	1	LS	\$	\$
3	ALL DEMOLITION, GRUBBING, REMOVAL OF ALL KINDS, & ALL DISPOSAL REQUIRED TO CONSTRUCT PROJECT (1%)	1	LS	\$	\$
4	CONSTRUCTION BOND	1	LS	\$	\$
5	INSURANCES (10%)	1	LS	\$	\$
6	TESTING (2%, EXCLUDES LANDSCAPE)	1	LS	\$	\$
HARDSCAPE ITEMS					
7	FURNISH AND INSTALL 4" THICK CONCRETE PATHWAY, NO WIRE MESH (INCLUDES BASE PREP AND SUB-BASE MATERIAL)	13,110	SF	\$	\$
8	FURNISH AND INSTALL 6" LIMEROCK BASE LBR 100 (FOR CONCRETE PADS)	8	SY	\$	\$
9	FURNISH AND INSTALL 4" THICK CONCRETE PADS WITH WIRE MESH (BENCH PADS)	7	SY	\$	\$
10	FURNISH AND INSTALL 4" THICK CONCRETE PADS (TRASH CAN PADS)	2	SY	\$	\$
11	FURNISH AND INSTALL FDOT CONCRETE GRAVITY WALL (FDOT INDEX NO. 6011)	2	LS	\$	\$
12	PEDESTAL SIGN (FROM IZONE IMAGING, INCLUDES SIGN, POST AND FREIGHT/TAXES)	1	LS	\$	\$
13	CONCRETE FOOTER FOR SIGN	1	LS	\$	\$
14	WASTE AND RECYCLING RECEPTACLES (VICTOR STANLEY SD-42)	3	EACH	\$	\$
15	FREIGHT/TAX & MARK-UP FOR RECEPTACLES	1	LS	\$	\$
16	ROUND CONCRETE BENCHES (WAUSAU TF3528)	13	EACH	\$	\$
17	FREIGHT/TAX FOR BENCHES	1	LS	\$	\$
18	MARK-UP FOR BENCHES	1	LS	\$	\$
19	INSTALLATION/MARK-UP	1	LS	\$	\$
ELECTRICAL ITEMS					
20	#10, XHHW, 600V, INSTALLED IN NEW AND EXISTING CONDUIT, COMPLETE IN PLACE	18,000	LF	\$	\$
21	#3, XHHW, 600V, INSTALLED IN NEW AND EXISTING CONDUIT, COMPLETE IN PLACE	1,500	LF	\$	\$
22	ONE 3/4" SCHEDULE 40 PVC CONDUIT DIRECT BURIED, COMPLETE IN PLACE	5,100	LF	\$	\$
23	ONE 2" SCHEDULE 40 PVC CONDUIT DIRECT BURIED, COMPLETE IN PLACE	275	LF	\$	\$
24	ONE 2" HDPE/SCHEDULE 40 PVC CONDUIT DIRECTIONAL BORED 48" DEEP UNDER EXISTING PAVEMENT/ EARTH, COMPLETE IN PLACE	220	LF	\$	\$
25	FPL HAND HOLE, 17"x30"x18" WITH COVER FURNISHED BY FPL AND INSTALLED BY CONTRACTOR, COMPLETE IN PLACE	2	EACH	\$	\$
26	NEW SERVICE POINT, COMPLETE IN PLACE	2	EACH	\$	\$
IRRIGATION ITEMS					

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASUREMENT	UNIT COST	TOTAL
27	FURNISH AND INSTALL NEW IRRIGATION SYSTEM	1	LS	\$	\$
28	ADDITIONAL SEAWALL/SHEET PILE SLEEVEING AND COORDINATION (5% ALLOWANCE)	1	LS	\$	\$
LANDSCAPE ITEMS					
29	FURNISH AND INSTALL BURSERIA SIMARUBA (GUMBO LIMBO TREE)	24	EACH	\$	\$
30	FURNISH AND INSTALL CAESALPINIA GRANADILLO (BRIDAL VEIL TREE)	11	EACH	\$	\$
31	FURNISH AND INSTALL CALOPHYLLUM BRASILIENSE (BRAZILIAN BEAUTYLEAF TREE)	28	EACH	\$	\$
32	FURNISH AND INSTALL CAPPARIS CYNOPHALLOPHORA (JAMAICA CAPER TREE)	19	EACH	\$	\$
33	FURNISH AND INSTALL COCCOLOBA DIVERSIFOLIA (PIGEON PLUM TREE)	33	EACH	\$	\$
34	FURNISH AND INSTALL CONOCARPUS ERECTUS 'SERICEUS' (SILVER BUTTONWOOD TREE)	23	EACH	\$	\$
35	FURNISH AND INSTALL DELONIX REGIA (ROYAL POINCIANA TREE)	2	EACH	\$	\$
36	FURNISH AND INSTALL MYRCIANTHES FRAGRANS (SIMPSON'S STOPPER TREE)	45	EACH	\$	\$
37	FURNISH AND INSTALL QUERCUS VIRGINIANA (SOUTHERN LIVE OAK TREE)	23	EACH	\$	\$
38	FURNISH AND INSTALL PHOENIX DACTYLIFERA 'MEDJOO' (MEDJOO DATE PALM)	27	EACH	\$	\$
39	RELOCATE PHOENIX SYLVESTRIS (WILD DATE PALM)	3	EACH	\$	\$
40	FURNISH AND INSTALL SABAL PALMETTO (SABAL PALM)	55	EACH	\$	\$
41	FURNISH AND INSTALL THRINAX RADIATA (THATCH PALM)	73	EACH	\$	\$
42	FURNISH AND INSTALL FICUS PUMILA (CREEPING FIG)	251	EACH	\$	\$
43	FURNISH AND INSTALL IPOMOEA PES-CAPRAE (RAILROAD VINE)	99	EACH	\$	\$
44	FURNISH AND INSTALL CHRYSOBALANUS ICACO 'HORIZONTAL' (HORIZONTAL COCOPLUM)	1,469	EACH	\$	\$
45	FURNISH AND INSTALL CLUSIA GUTTIFERA (SMALL LEAF CLUSIA)	591	EACH	\$	\$
46	FURNISH AND INSTALL CONOCARPUS ERECTUS 'SERICEUS' (SILVER BUTTONWOOD)	1,020	EACH	\$	\$
47	FURNISH AND INSTALL ERNODEA LITTORALIS (GOLDEN CREEPER)	1,721	EACH	\$	\$
48	FURNISH AND INSTALL FICUS MICROCARPA 'GREEN ISLAND' (GREEN ISLAND FICUS)	761	EACH	\$	\$
49	FURNISH AND INSTALL HAMELIA NODOSA (DWARF FIREBUSH)	1,512	EACH	\$	\$
50	FURNISH AND INSTALL HELIANTHUS DEBILIS (DUNE SUNFLOWER)	1,296	EACH	\$	\$
51	FURNISH AND INSTALL NEPHROLEPIS BISERRATA 'MACHO' (MACHO FERN)	337	EACH	\$	\$
52	FURNISH AND INSTALL PSYCHOTRIA NERVOSA (WILD COFFEE)	135	EACH	\$	\$
53	FURNISH AND INSTALL SERENOA REPENS (SAW PALMETTO)	496	EACH	\$	\$
54	FURNISH AND INSTALL SERENOA REPENS 'CINEREA' (SILVER SAW PALMETTO)	168	EACH	\$	\$
55	FURNISH AND INSTALL TRIPSACUM DACTYLOIDES (FAKAHATCHEE GRASS)	239	EACH	\$	\$
56	FURNISH AND INSTALL TRIPSACUM FLORIDANUM (FLORIDA GAMAGRASS)	2,328	EACH	\$	\$
57	FURNISH AND INSTALL ZAMIA PUMILA (COONTIE)	254	EACH	\$	\$
58	PLANTING SOIL, 70/30 CLEAN SAND/ORGANIC SOIL MIX (59,500 SF, 24" DEPTH)	4,500	CY	\$	\$
59	MULCH (59,500, 3" DEPTH)	600	CY	\$	\$
TOTAL BASE BID AMOUNT				\$	

APPENDIX B

MIAMI BEACH

BID BOND FORM

Only applicable if checked in the Invitation to Bid Summary

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter referred to as Contractor, and _____ as Surety, are held and firmly bound unto the City of Miami Beach, Florida, as a municipal corporation of the State of Florida, hereinafter called the City, in the sum of five percent (5%) of the Contractor's Total Base Bid amount of \$ _____ lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Contractor contemplates submitting or has submitted, a Bid to the City for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the Work covered in the Bid Documents which include the Project Manual, the detailed Plans and Specifications, and any Addenda thereto, for the following solicitation.

Bid No.: _____

Title: _____

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid Bond in the amount of five percent (5%) of the Total Base Bid be submitted with said Bid as a guarantee that the Contractor would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after notice having been given of the Award of the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor within ten (10) consecutive calendar days after notice of such acceptance, enters into a written Contract with the City and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Miami Beach and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Contractor.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond
the

_____ day of _____, 20_____.

PRINCIPAL:

(Contractor Name)

Signature

Print Name (Principal)

Title

**COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:**

Signature

Print Name



SURETY:

(Surety Name)

Attorney-in-Fact (Print Name)

Signature
(Power of Attorney must be attached.)

APPENDIX C

MIAMI BEACH

Prevailing Wage and Local Workforce Participation Programs

Only applicable if checked in the Invitation to Bid Summary

The Requirements of the
Prevailing Wage and Local Workforce Participation Programs
shall apply to the award of this project.

The purpose of this appendix is to summarize, for clarity, the requirements of the City's Prevailing Wage and Local Workforce Program Requirements. In the event of any omissions or conflicts, the requirements of the City Code, with respect to these programs, shall prevail.

I. MINIMUM WAGES AND BENEFITS

1. Employee Compensation. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by the contractor or subcontractor on the work covered by the contract, shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalence for similar skills or classifications of work as established by the Federal Register last published by the United States Department of Labor prior to the date of issuance of this solicitation. (reference: Sec 31-27).

2. Notice Requirement. On the date on which any laborer or mechanic commences work on a construction contract to which this article applies, the contractor shall be required to post a notice in a prominent place at the work site stating the requirements of this article. (reference: Sec 31-29).

3. Certified Payrolls. With each payment application, Contractor shall submit a copy of all payrolls, including (at a minimum) the name and zip code for the covered employee, to the City accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper prevailing wage rate for the work performed. Beginning, January 30, 2018, all payroll submittals shall be completed electronically via the City's electronic compliance portal, LCP Tracker. No payment application shall be deemed accepted until such time as the Procurement Department has confirmed that a certified payroll for the applicable payment application has been accurately submitted in LCP Tracker.

a. LCP Tracker Training. The Procurement Department offers ongoing training in LCP Tracker to all contractors. To schedule a training session, contact Monica Garcia at MonicaGarcia@miamibeachfl.gov or at 305-673-7490.

II. LOCAL WORKFORCE PARTICIPATION GOALS

1. Responsible Contractor Affidavit (RCA). As a condition of being responsive to the requirements of the solicitation and eligible to be considered for award, the Contractor shall submit a Responsible Contractor Affidavit affirming that it will make its best reasonable efforts to promote employment opportunities for Miami-Dade County residents by seeking to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County residents. The Contractor shall also affirm that it will make its best reasonable efforts to promote employment opportunities for Miami Beach residents. Failure to submit the RCA shall result in the bid or proposal being disqualified and deemed non-responsive.

2. Workforce Performance Report. Before its final application for payment, the Contractor shall submit its final Certified Payroll in LCP Tracker, which shall be deemed its final Workforce Performance Report. If the project goal of thirty percent (30%) of all construction labor hours to be performed by Miami-Dade County residents is not met, the Contractor shall submit supporting documentation verifying reasonable efforts to promote employment opportunities for Miami Beach and Miami-Dade County residents. No final payment application may be approved without this information.

Balance of Page Intentionally Left Blank

LOCAL WORKFORCE PARTICIPATION PROGRAM
Responsible Contractor Affidavit Form

In accordance with Article III, Section 31-40 of the Miami Beach Code, all contractors and subcontractors of any tier performing on a city contract valued in excess of \$1,500,000 for (i) the construction, demolition, alteration and/or repair of city buildings or city public works projects, or (ii) a contract valued in excess of \$1,500,000 which provides for privately-funded construction, demolition, alteration and/or repair of buildings or improvements located on city-owned land, and which are subject to Section 31-40 of the Miami Beach Code shall comply with the requirements of the Local Workforce Participation Program.

The undersigned Contractor affirms that, should it be awarded the contract pursuant to this solicitation, it shall comply with the following:

- i. The contractor will make its best reasonable efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County residents.
- ii. The contractor will also make its best reasonable efforts to promote employment opportunities for Miami Beach residents. To verify workers' residency, contractor(s) shall provide the residence address of each worker.

_____ Print Name of Affiant	_____ Print Title of Affiant	_____ Signature of Affiant
_____ Name of Firm	_____ Date	
_____ Address of Firm	_____ State	_____ Zip Code

APPENDIX D

MIAMI BEACH

~~Trench Safety Act Certification~~

Only applicable if checked in the Invitation to Bid Summary

IF APPLICABLE, THIS FORM MUST BE SUBMITTED FOR BID TO BE DEEMED RESPONSIVE.

On October 1, 1990, House Bill 3181, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards. The Bidder, by virtue of the signature below, affirms that the Bidder is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and subcontractors. The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

BIDDER ACKNOWLEDGES THAT THE TOTAL BASE BID INCLUDES THE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF VALUES, NOR BE CONSIDERED ADDITIONAL WORK.

The Bidder further identified the costs and methods summarized below:

Description	Unit	Quantity Price	Unit Price	Extended	Method
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total \$_____

Name of Bidder

Authorized Signature of Bidder

CONSIDERATION FOR INDEMNIFICATION OF CITY

Consideration for Indemnification of City **\$25.00**

Cost for compliance to all Federal and State requirements of the Trench Safety Act*

[NOTE: If the box above is checked, the Bidder must fill out the foregoing Trench Safety Act Form in order to be considered responsive.]

APPENDIX E

MIAMI BEACH

Contract

CONTRACT

THIS CONTRACT ("Contract") is made and entered into as of the _ day of _____, 2020, by and between the City of Miami Beach, Florida, a municipal corporation (the "City") and _____ (the "Contractor"):

WITNESSETH, that the Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the City, hereby covenants and agrees to furnish and deliver all the materials required, to do and perform all the work and labor, in a satisfactory and workmanlike manner, required to complete this Contract within the time specified, in strict and entire conformity with the Plans, Specifications, and other Contract Documents, which are hereby incorporated into this Contract by reference, for:

ITB No. and Title: _____

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify and save harmless City, and their respective officers and employees, from liabilities, damages, losses and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

The requirements of the Contract Documents, as such term is defined in the Invitation by reference to the General Conditions for Construction Contracts dated _____, are hereby incorporated by reference as if fully set forth herein. Without limiting the foregoing, the Contract Documents expressly include this Contract, Attachment A (the City's General Conditions for Construction Contracts), Attachment B (Plans and Specifications, Invitation to Bid No. _____ and all Addenda thereto), Attachment C (Sunbiz Entity Detail and Contractor's Response to the ITB), and Attachment D (Insurance requirements). For the avoidance of doubt, all of the documents constituting the Contract Documents now or hereafter existing (including any Change Orders, Work Orders, Field Orders, schedules, shop drawings, issued subsequent to the date of this Contract etc.) shall govern this Project.

In consideration of these premises, the City hereby agrees to pay to the Contractor for the said work, when fully completed, the total maximum sum of [Total Base Bid below + allowance account items+/-alternates+contingency] dollars (\$ _____) (the "Contract Price"), consisting of the following accepted items or schedules of work as taken from the Contractor's Bid Submittal:

Total Base Bid\$ _____

Total Allowance Account Items\$ _____

Total Alternate Items (if applicable).....\$ _____

Total Owner's Contingency.....\$ _____

Contract Price.....\$ _____

The Contract Price, exclusive of the Owner's Contingency, includes, without limitation, all costs for all labor, materials, equipment, fixtures, freight, field supervision, supervisory expenses, project vehicles, field office and equipment, postage and delivery, safety and first aid, telephone, transportation of employees, parking, insurance, taxes, preparation and maintenance of the construction schedule and the preparation of as-built and shop drawings, as well as Contractor's overhead and profit required for completion of all the Work in accordance with the requirements of the Contract Documents, including work reasonably inferable therefrom, even if such items of Work are not specifically or expressly identified as part of a line item in the Bid Price Form. The Contract Price is subject to such additions and deductions as may be provided for in the Contract Documents. Progress and Final Payments will be made as provided for in the Contract Documents.

Contract Time.

Days for Substantial Completion: _____ days from Notice to Proceed No. 2

Days for Final Completion: _____ days

Liquidated Damages.

Failure to achieve Substantial Completion: _____/day

Failure to achieve Final Completion: _____/day

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified.

The place for giving notice shall remain the same as set forth herein, unless such notice information is revised in a Contract amendment duly executed by the City and the Contractor. For the present, the parties designate the following:

For City:

Public Works Department
1700 Convention Center Drive,
Miami Beach, FL 33139
Attn: Public Works Department Director

With copies to:

City Attorney
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Attn: _____

IN WITNESS WHEREOF, the above parties have caused this Contract to be executed by their appropriate officials as of the date first above written.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

Rafael E. Granado, City Clerk

By: _____
Alina T. Hudak, City Manager

[seal]

ATTEST:

[INSERT CONTRACTOR NAME]

By: _____

Name: _____

Name: _____

[seal]

APPENDIX F

MIAMI BEACH

Project Specifications

City of Miami Beach Landscape Installation and Specification Standards

Part I – GENERAL

1.01 SCOPE OF WORK

- A. The work to be done under this Section of the Technical Special Provisions (TSP) consists of furnishing all labor, machinery, tools, apparatus, means of transportation, supplies, equipment, materials, services and incidentals necessary to construct and complete the work as indicated on the Plans and in the TSP, as well as all other related responsibilities, including all changes and repairs incident thereto.
- B. The work shall include, but not be limited to, furnishing material, root pruning and tree/palm relocations where required, layout, protection to the public, excavation, installation, backfilling, fertilizing, mulching, staking and guying where required, watering, pruning, sodding, weeding, mowing, cleanup, maintenance and guarantee.
- C. Quantities and Locations: The City landscape inspector reserves the right to adjust the number and locations of the designated types and species to be used at any of the locations shown in order to provide for any modifications which might become desirable to the City.
- D. Investigation of Subsurface Conditions: The Contractor shall be responsible for making on-site surface and subsurface investigations and examinations as he or she chooses in order to become familiar with the character of the existing material and the construction conditions. These investigations and examinations shall be included in the bid. The Contractor shall not receive separate, additional compensation for this work.
- E. Excavation Related to Inadequate Drainage: Some or all work areas may contain existing materials such as but not limited to, peat, clay, lime rock and possibly compacted material which could interfere with adequate vertical drainage and/or proper plant survival and growth. Removal of this material, in order to have adequate vertical drainage, is part of the scope of work for the project. Therefore, subsurface investigations and examinations are necessary in order to determine the extent of removal and excavation required above and beyond the minimum requirements indicated in these TSP, under the heading of "Excavation of Plant Holes", which is in PART 3 Section 3.04 (E). Compensation for removal and excavation required above and beyond the minimum requirements indicated, including any additional planting soil needed in order to fill the larger excavated area, shall be include in the proposal. The Contractor shall not receive separate, additional compensation for this.
- F. No separate, additional compensation will be granted because of any unusual difficulties which may be encountered in the execution of any portion of the work, including traffic control and maintenance of traffic.

G. The Plans are not complete unless accompanied by the TSP.

1.02 QUALITY ASSURANCE

A. The City Landscape Inspector shall have the right, during any phase of the work operations, to reject any and all work and materials which do not meet the requirements of the plans and TSP. Rejected work and materials shall be immediately removed from the project area and replaced with acceptable work and material within seven (7) calendar days or as approved by the City Landscape Inspector.

B. STANDARDS:

1. Authority for Nomenclature, Species, etc.:

a. All plant material shall conform to the names given in Standardized Plant Names, 1942 Edition, prepared by the American Joint Committee on Horticultural Nomenclature and (subsequent updates). Names of varieties not included therein conform generally with names accepted in the South Florida nursery trade.

2. Grade Standards:

a. All plant material shall be nursery grown except where specified as collected material, and shall comply with all required inspections, grading standards and plant regulations as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2", or with any superseding specifications that may be called for on the Plans or in the TSP and as established by the Turfgrass Producers Association of Florida, Inc. ALL PLANTS NOT LISTED IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage and (5) heavily branched and densely foliated according to the accepted normal shape of the species or sport.

b. Exception to "Grades and Standards": Any section of Florida Department of Agriculture's Grades and Standards "Any section of Florida Department of Agriculture's "Grades and Standards" which allows nails or spikes in the trunks of trees or palms shall be EXCLUDED from these TSP.

c. All plant material shall be free of noxious weeds both above and below ground, including nut grass.

d. All plant material shall be free of insects and disease at the time of installation.

C. REQUIREMENTS FOR VARIOUS PLANT DESIGNATIONS:

1. Balled and Burlapped (B&B) and Wire Balled and Burlapped (WB&B) Plants:

- a. Only burlap and other wrapping materials made of natural, biodegradable materials shall be used.
- b. These plants shall be properly protected until they are planted. The plant shall be handled only by both the trunk and rootball at the same time and not by the trunk only. Any (B&B) or (WB&B) plant which shows evidence of having been handled by a method other than the method outlined above, and resulting in damage to the plant such as a cracked or broken rootball or the roots that have been loosened within the ball, shall be rejected.
- c. For plants grown in soil of a loose texture, which does not readily adhere to the root system, especially in the case of large plant material, WB&B plants shall be used. For WB&B plants, before the plant is removed from the hole, hog wire with approximately 1 to 1½ inch openings or a Kerr's wire basket (Vermeer standard, caretree standard, caretree truncated or clegg) shall be placed around the burlapped ball and looped and tensioned until the burlapped ball is substantially packaged by the tightened wire netting, such as to prevent disturbing the loose soil around the roots during handling.

2. Container Grown Plants (CG):

- a. Any Container Grown (CG) plants which have become "pot bound" or "root bound" for which the top system is out of proportion (larger) to the size of the container, will not be acceptable.
- b. CG plants shall not be removed from the container until immediately before planting, and with all due care to prevent damage to the root system.
- c. The outer 10% of the root ball shall be shaved at the time of installation with a power saw. Four vertical sides spaced evenly around the root ball shall be made at half the depth of the radius.
- d. All tree support poles shall be removed at the time of installation, to verify adequate taper.

3. Collected Plants

- a. When collected plants are specified, the City Landscape Inspector shall be given at least two days written notice before the digging. Collected plants shall be dug with a root spread at least 10% greater than nursery grown plants

of the same species and size. No collected plant shall be planted before the City Landscape Inspector's inspection and acceptance of the project.

4. Specimen Plants (Florida Fancy):

- a. When specimen or Florida Fancy plants are called for, they will be labeled as such on the Plans.

D. INSPECTIONS:

1. Inspection at the growing site does not preclude the right of rejection at the project site.
2. Inspections shall be requested in writing 48 hours in advance by the Contractor.
3. The fact that the City Landscape Inspector has not made an early inspection and discovery of faulty work or of work omitted, or of work performed which is not in accordance with the contract requirements, shall not bar the City Landscape Inspector from subsequently rejecting such work.
4. The City Landscape Inspector's onsite observations or inspections shall be only for the purpose of verifying that Plans and TSP are being implemented properly. The City Landscape Inspector's on-site observations or inspections are not for safety on or off the job site. Also, these on-site observations or inspections are not intended to take charge, direct, run or manage the implementation of the plans and TSP or take charge, organize or manage the Contractor while performing the scope of work indicated in the Plans and TSP.

1.03 DELIVERY, HANDLING AND STORAGE & SUBMITTALS

A. DELIVERY AND HANDLING:

1. Movement of nursery stock shall comply with all Federal, State, and local laws, regulations, ordinances, codes, etc.
2. The Contractor shall be responsible for protecting plant material from adverse environmental conditions during all phases of delivery and storage. Further, the Contractor shall be responsible for protecting plant material from any and all damage, theft, or deterioration of health or appearance during all phases of delivery and storage.
3. Transport materials on vehicles large enough to allow plants to not be crowded and damaged. **PLANTS SHALL BE COVERED TO PREVENT WIND DAMAGE DURING TRANSIT.**

B. SUBMITTALS:

1. Written request for approval to substitute a material's plant designation (B&B, WB&B, CG, etc.), type, grade, quality, size quantity, etc. due to the not availability of the material specified shall be submitted within 14 calendar days after the preconstruction conference. Approval shall be given by the City Landscape Inspector before the material is delivered and installed on the project.
2. Any request for the approval of "or equal" shall be in writing. Request shall be submitted within 14 calendar days after the preconstruction conference. Approval shall be given by the City Landscape Inspector before the material is delivered and installed on the project.
3. Submit prints of landscaping plans for any special conditions not covered in the details indicated. This shall be for approval by the City Landscape Inspector before they are installed on the project.
4. If requested by the Department or City Landscape Inspector, submit a written schedule of sources or suppliers of all materials for inspection and approval by the City Landscape Inspector before they are delivered and installed on the project.
5. Submit a letter from the approved sources or suppliers GUARANTEEING AND CERTIFYING that all *Cocos nucifera* "Maypan" or *Cocos nucifera* "Malayan" is true to their species.
6. Submit a sample and analysis of all planting soil types for approval by the City Landscape Inspector before the material is delivered and installed on the project.
7. Submit a sample certification and analysis of mulch for approval by the City Landscape Inspector before the material is delivered and installed on the project.
8. Submit copies of the manufacturer's specifications or analysis for all fertilizer including data substantiating the proposed materials comply with specified requirements. This shall be for approval by the City Landscape Inspector before the material is delivered and installed on the project.
9. Submit prints of shop drawings for all staking and guying methods to be used if the ones indicated in the Plans, TSP or other referenced documents are not to be implanted. The City Landscape Inspector will approve all shop drawings of staking and guying methods before they are implemented in the project.
10. Submit on an as needed basis, a schedule of spraying and dusting materials to be used to control pests and disease infestation, the reason for their use and the method to be used to apply the materials and the method of application before it is delivered and used to apply the materials and the method of application before it is delivered and used on the project. Also, if requested by the Department or City Landscape Inspector, furnish documentation that the implementation of these control measures for pests and disease infestation is in strict compliance with all federal and local regulations including the manufacturer's labeling.

1.04 SUBSTITUTIONS

- A. When the specified type, grade, quality, size, quantity, etc. of a material is not available, the Contractor shall submit a written request, to the City Landscape Inspector, or a substitution along with written, documented proof that the specified (B&B, WB&B, CG, etc.), type, grade, quality, size, quantity, etc. of a material is not available. The City Landscape Inspector shall approve all substitutions before they are delivered and installed. **Do not deliver and install any material, which is anticipated to be a substitute, before it has been submitted in writing and approved as a substitute by the City landscape inspector. If any changes to the contract amount occur due to an approved substitute, this shall be established in writing by the Department and the contractor before the material substitute is delivered and installed on the project.**

1.05 GUARANTEE

- A. The guarantee shall not begin until the day of the final acceptance of installation is given.
- B. All landscape elements and plant material shall be guaranteed for 365 days from the time of final acceptance.
- C. The guarantee shall be null and void for plant material which is damaged or dies as a result of "Acts of God" limited to hail, freeze, lightning, sustained winds that reach hurricane force (75 MPH) measured loft above the ground, and lethal yellowing, providing the plants was in healthy growing condition prior to these "Acts of God".
- D. An inspection may be made at the end of, but prior to the last day of the guarantee period.
- E. Amerigrow pine bark color brown mulch or an approved equivalent shall be utilized.

1.06 REPLACEMENT

- A. The guaranteeing of plant material shall be construed to mean the complete and immediate replacement of plant material within ten (10) calendar days if the following occurs:
 - 1. Not in a healthy growing condition rendering it below the minimum quality indicated in the TSP.
 - 2. There is a question of its ability to survive at the end of the guarantee period that would render it below the minimum quality indicated in the TSP.
 - 3. It is dead.
- B. The ten (10) calendar days may be extended due to seasonal conditions, availability, preparation time such as root pruning, etc., only if approved by the City Landscape Inspector in advance. The extended time shall be negotiated between all parties concerned, but must received prior to final approval by the City Landscape Inspector.

C. SIZE, QUALITY AND GRADE:

1. Replacement plant material shall be of the same species, quality and grade as that of the original specifications of the plant to be replaced. The size of the replacement shall not be necessarily the same size as the original specified plant at its initial planting. If the plants of like species, size, and grade are larger than originally planted, then the replacement shall match this larger size. In no case, shall replacements be smaller than the original size.
2. Replacements shall be guaranteed for a period equal to the originally specified guarantee. This guarantee period shall begin on the day the replacement material is installed and officially accepted in writing by the City Landscape Inspector.
3. The contractor shall be responsible for watering the replacement(s) until establishment.

1.07 PLANT AND SPECIFICATION INTERPRETATION

- A. On the Plans, figured dimensions shall govern over scaled dimensions. If any error or discrepancy is found in the Plans and TSP, the Contractor shall refer the same to the City Landscape Inspector for an interpretation and decision. The City Landscape Inspector shall have the right to correct apparent errors or omissions in the Plans and TSP and to make such interpretations as he or she may deem necessary for the proper fulfillment of the intent of the Plans and TSP.

1.08 UNIT PRICES

- A. Bidder shall furnish to the Department and the City Landscape Inspector, a unit price breakdown for all materials as itemized in the bid sheets. The City Landscape Inspector or the City may, at their discretion, add to or delete from the materials utilizing the unit price breakdown submitted to an accepted by the City. Unit prices shall be valid for one year from approval of contract or for the duration of the project, whichever is greater.

PART 2 – MATERIALS

2.01 PLANT MATERIAL

- A. All plant material shall be Florida No. 1, or better, at the time of installation and final acceptance.

- B. Growth Habit: All plant material shall have a growth habit that is normal for that species and shall be sound, healthy, and vigorous and free from insects, plant diseases and injuries.
- C. Measurement of Trees, Palms, Shrubs & Ground Cover:

1. Measurement of Trees, Palms, Shrubs, & Ground Cover:

- a. Rootball: Requirements for the measurement of rootball diameter and depth shall comply with requirements as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 1 and Part 2" and as listed herein.

CALIPER	MIN BALL DIAMETER	MIN BALL DEPTH
1 – 1.5"	16"	75% of diameter
1.5 – 1.75"	20"	65% of diameter
1.75" – 2"	22"	65% of diameter
2" – 2.5"	24"	65% of diameter
2.5" – 3.5"	26"	65% of diameter
3.5" – 4"	28"	65% of diameter
4" – 4.5"	30"	60% of diameter
4.5" – 5"	32"	60% of diameter
5" – 5.5"	34"	60% of diameter
5.5" or more	Increase in proportion	Up to 48", then decrease in proportion for larger size diameter

- b. Height: The height of plant material shall be measured from finish grade and continue up to where the main mass of the plant uniformly ends. The height shall not include any singular or isolated parts of the plant, such as leaves, shoots, branches, limbs or fronds, which extend out beyond the main mass of the plant.
- c. Width: The width of plant material shall be measured from one side of where the main mass uniformly ends and continue to the other side of where the main mass of the plant uniformly ends. The width shall not include any singular or isolated parts of the plant, such as leaves, shoots, branches, limbs or fronds, which extend out beyond the main mass of the plant.
- d. Caliper: The caliper of tree trunks shall be measured 3' above the ground.
- e. Palms: Requirements for the measurement of clear trunk, clear wood, graywood, rootball diameter and depth shall comply with requirements as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants, Part 2".

- D. All sizes shown for plant material on the Plans are to be **CONSIDERED MINIMUMS**. All plant material must meet or exceed these minimum requirements for height, spread, etc. as indicated on the Plans. When plant sizes are specified as a range of size, installed material shall average the mean of the range specified.
- E. Die-Back and Leaf-Drop: Plant material showing signs of die-back or leaf-drop will not be accepted and must be removed from the project immediately if so directed by the City Landscape Inspector. Therefore, any plant material with tendencies toward leaf-drop or die-back must be root pruned early enough to provide a sound network of hair roots prior to relocation.
- F. Mechanical Destruction of Foliage: Mechanical destruction of foliage resulting from root pruning shall not affect more than 10% of the total foliage prior to planting on the project. Loss of foliage caused by seasonal change will be accepted.
- G. Palms:
 - 1. Before Transporting: See "Delivery and Handling" for requirements related to wrapping of root balls.
 - 2. Remove a minimum of fronds from the crown of the palms to facilitate transporting and handling. Tying of palms shall be at the option of the Contractor.
 - 3. To reduce head volume, Palm fronds may be trimmed by not more than one-third.
 - 4. Palms with burn marks and frond boots on trunk will not be accepted. Frond boots shall be removed unless specified to remain.
 - 5. For sabal palms, remove all fronds to the base including the terminal frond, prior to removing from the truck carrying the palms from the field where they were collected.
 - 6. Palms showing cable or chain marks and equipment scars shall be rejected.
- H. Plant material shall not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.
- I. Root pruning of plant material, when required by the Landscape Architect, shall be done a minimum of four (4) weeks or for a period as determined by the City Landscape Inspector, prior to planting at the project. Prior to root pruning, the Contractor shall give 48 hours advance written notice to the City Landscape Inspector advising of the date to root prune any plant material. This shall allow for any inspections during or after the root pruning period, as necessary.

2.02 SOD

- A. Sod shall be the species shown on the plan. The quality grade shall be STANDARD. NOTE: Quality grade shall be based on the standards of sod quality grades as established by the TURFGRASS PRODUCERS OF

FLORIDA, INC. The sod shall be well matted with roots and of firm, tough texture having a compact top growth and heavy root development. The allowable weed content shall be as follows:

Standard No casually visible broadleaf weeds, no obvious patches of weeds and no more than 2% of any other grass or weed in the total canopy.

Sod sections shall be strong enough to support their own weight and retain their size and shape when suspended vertically from a firm grasp on the upper 10% of the section. Sod shall be relatively free of thatch, up to one half inch allowable (uncompressed). The soil embedded in the sod shall be a clean earth free of stones and debris.

- B. Mowing: The sod shall have been mowed at least three times with a lawn mover with final mowing not more than seven days prior to the sod being cut for placement.
- C. Cutting: Sod shall not be harvested when moisture content (excessively dry or wet) may adversely affect its survival. After approval of source, mow and rake as necessary to remove excessive top growth and debris. Cut sod with sod cutters, retaining native soil mat of sufficient thickness to withstand handling. The sod shall be provided in commercial pad sizes measuring not less than 12: by 24" and planting. It shall be machine cut at a uniform sort thickness of 1¼ inches to 1½ inches, plus or minus ¼ inch, at time of cutting. Measurement for thickness shall exclude top growth and thatch. The sod shall be live, fresh and uninjured at the time of planting.
- D. Delivery: Deliver sod on pallets with root system protected from exposure to wind and sun. Deliver sod in quantities capable of being planted within 48 hours of cutting. It shall be planted within 48 hours after being cut and shall be shaded and kept moist from the time it is cut until it is planted.
- E. Handling: Handle sod in a manner to prevent dislodging native soil mat. Tearing of sod shall be prohibited.

2.03 WATER

- A. The Contractor is responsible to ascertain the location and accessibility of a potable water source. The Contractor is responsible for distribution of water to the areas of planting. If there is no source of potable water available at the job site approved for use, then the Contractor shall be responsible for bringing in a water truck or tank for hand watering. If during the planting, water availability previously agreed to, is curtailed, the Contractor shall notify, in writing within 24 hours, the Department of the condition and, if the Contractor deems necessary, his intent to cease work until water is restored. For plants already installed prior to cut-off of water availability,

the Contractor shall continue to be responsible for providing water as required by specifications.

2.04 FERTILIZER

A. Submit copies of the manufacturer's specifications or analysis of all fertilizer for approval, and/or the labeling required by the Florida Department of Agriculture.

B. Type of Fertilizer:

1. Palms: Lesco 13-3-13 Palm Special or equal.
2. Trees, Shrub, Groundcover & Sod: Shall be a granular fertilizer having an analysis or 6-6-6 derived from the following sources:

Total Nitrogen	6%
Derived from activated sludge Urea-form, sulphur coated urea & potassium nitrate	
Nitrate	.75
Ammoniacal	0.00%
Water soluble	5.00%
Water insoluble	0.25%
Phosphoric Acid	6%
Derived from triple super phosphate	
Water Soluble Potash	6%
Derived from Sulphate of Potash Magnesium, Potassium Nitrate, Sulphate of Potash, and activated sludge	
Total Magnesium	2.41%
Water Soluble	2.41%
Derived from Sulphate of Potash Magnesium	
Total Manganese	.77%
Derived Manganous Oxide	
Total Boron	.02%
Derived from Sodium Borate	
Total Copper	.07%

Derived from Copper Oxide

Total Zinc .08%
Derived from Zinc Oxide

Total Iron 1.00%
Derived from Iron Oxide
and Ferrous Sulphate

Total Chlorine 2.00%

- C. Composition and Quality: All fertilizer shall be uniform in composition and dry. All fertilizer shall be in slow release form. Granular fertilizer shall be free flowing and delivered in unopened bags. All bags, containers or boxes shall be fully labeled with the manufacturer's analysis.
- D. All shall comply with the State of Florida fertilizer laws.

2.05 STAKING AND GUYING

- A. Staking and guying shall not be attached to the plant material with nails. Any method of staking and guying, other than those indicated in the details, shall receive approval from the City Landscape Inspector prior to their installation. Refer to the heading "Setting of Plants", which is in PART 3 of these TSP, for additional information.
- B. The Contractor is responsible for performing all staking and guying in accordance with all applicable regulation, ordinances, and code requirements from the appropriate local jurisdiction the project is located in.
- C. All staking and guying for trees and palms shall be removed within ten (10) months of installation by the Contractor.

PART 3 EXECUTIONS

3.01 INSPECTION

- A. Prior to the work, carefully inspect the site conditions and verify that all such work and site conditions are suitable for this installation to properly commence.
- B. Start of work shall imply acceptance of the site conditions.
- C. Utilities (Overhead and Underground)
 - 1. The work area may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CTV, traffic signalization, electrical and storm sewer. The locations of some of these existing utilities have been indicated on the Plans. However, no guarantee is implied that the Plans are accurate or complete. It shall be the responsibility of the Contractor to locate all utilities, structures, etc., by hand excavation or other appropriate

measures before performing any work that could result in damage or injury to persons, utilities, structures or property. The Contractor shall make a thorough search of the site for utilities, structures, etc., before work is commenced in any particular location. The Contractor is responsible for any and all claims resulting from the damage caused by him.

2. Should utilities, structures, etc., be encountered which interfere with the work, the City Landscape Inspector shall be consulted immediately in order for a decision to be made on the relocation of the work so it will clear the obstruction.
3. The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the written permission of the City Landscape Inspector. Request for disconnection must be in writing and received by the City Landscape Inspector at least seventy-two (72) hours prior to the time of the requested interruption.

3.02 GRADES

- A. It shall be the responsibility of the Contractor to provide the final grading so the final level for planting areas conforms to surrounding grades and is at the proper elevation with relation to walks, paving, drain structures and other site conditions, unless indicated otherwise on the Plans.
- B. Plant Areas Next to Pavement: All planting areas next to or in pavement areas, such as, but not limited to, curbs, roads drives, walks, terraces, decks and slabs shall be set so that the top of the mulch is 1" below the top of the pavement area or as indicated otherwise on the Plans, and the top of sod is one inch below top of pavement area, measured from the top of pavement to the top of grass blades after mowing.

3.03 HERBICIDE TREATMENT

- A. In all areas infected with weed and/or grass growth, a systemic herbicide, such as "Roundup", shall be applied per manufacturer's rates. When the work location has been identified the systemic herbicide shall be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor shall schedule work to allow more than one application to obtain at least 95% kill of undesirable growth. If necessary, the Contractor shall conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.
- B. Pre-emergent herbicide shall be applied utilizing Ronstar© or a City approved equivalent.

3.04 PREPARATION

- A. Staking Tree and Palm Locations: Stake or mark plant material locations prior to plant hole excavation, based on information from the Plans,

- B. Spacing of Ground Cover and Shrubs: The locations of a planting bed, walkway, structure, etc., shall have the plants along the perimeter spaced so that the plants can mature properly without growing into the other bed, walkway, structure, etc.
- C. Subsurface Conditions: Some or all work areas may be compacted and/or contain existing material such as limerock which may interfere with adequate vertical drainage and/or proper plant survival and growth and therefore removal of this material is part of the scope of work for the project. The Contractor shall be responsible for ensuring adequate drainage in these areas and shall remove this existing material, as required, by such means as auguring, drilling or rototilling. This additional excavation shall be to a depth beyond the required excavation depth indicated below for the holes, in order to insure proper vertical drainage necessary for plant survival and growth. For this required additional excavation, refer to the detail on the Plans entitled "Drainage Hole Detail for All Palms and Trees".
- D. The Contractor shall remove all existing concrete, asphalt concrete and rocks over one-inch diameter, above and below grade in planting pits, from areas to be landscaped unless indicated otherwise on the Plans.

E. Excavation of Plant Holes:

1. General:

- a. Excavation of plant holes shall be roughly cylindrical in shape with the sides approximately vertical. The City Landscape Inspector reserves the right to adjust the size and shape of the plant hole and the location of the plant in the hole to compensate for unanticipated structures or unanticipated factors which are a conflict.
- b. The excess excavated material from the plant holes shall not be used to backfill around the plant material. Such material shall be disposed of offsite to a location on Miami Beach as directed by the City Landscape Inspector.

2. Trees and Palms:

- a. Depth of hole shall be equal to the rootball depth plus 8 inches, if necessary to provide adequate drainage as per 3.04 C. Otherwise install at existing soil grade.
- b. Diameter of hole shall be as following:

<u>ROOTBALL DIAMETER</u>	<u>HOLE DIAMETER</u>
12" or less	ball dia + 12"
13" to 24"	ball dia + 18"
25" to 60"	ball dia + 24"
61" or greater	ball dia + 36"

3. Shrubs:

a. Singular Plants:

- (1) Depth shall be equal to the rootball depth plus 8 inches, if necessary to provide adequate drainage per Section 3.04 C. Otherwise install at existing soil grade.

- (2) Diameter: Diameter of hole shall be as following equal to the rootball plus 6-inches.
 - b. Mass Planting (2 or more together) Planted 24-Inches on Center or Less:
 - (1) Depth shall be equal to the rootball depth plus 8 inches.
 - c. Mass Planting (2 or more together) Planted 30-Inches on Center or More:
 - (1) Depth and diameter of hole shall be the same as for singular plants as indicated in item a, above.
4. Ground Cover Masses:
- a. Container Material:
 - (1) Depth shall be equal to the rootball depth plus 3-inches.
 - A. Rooted Cuttings:
 - (1) Depth of prepared soil bed shall be 6-inches.
5. Sod:
- a. Excavation, Backfilling, and Final Grading:

Areas where sod is to be planted shall have three (3) inch blanket of prepared 70-30 mix top soil placed prior to planting. Remove stones, sticks, rubbish, and other extraneous matter. All rough areas and voids shall be eliminated during final grading in order to have a smooth and even grade.

3.05 INSTALLATION

A. Setting of Plants:

1. Plant material shall be planted at their natural and original planting level prior to their placement on this project. When lowered into the hole, the plants shall rest on the prepared hole bottom such that the surface roots at the top of the rootball are level or slightly below the level of the surrounding final grade after settlement. the practice of plunging, burying or planting any plant material such that the surface roots at the top of the rootball are below the level of the surrounding final grade, will not be permitted unless it is indicated otherwise in these trp. details or it is approved in writing by the landscape architect prior to such action being taken. The plants shall be set straight or plumb or normal to the relationship of their growth prior to transplanting. The Landscape Architect reserves the right to realign any plant material after it has been set.
2. Sabal palmetto Roystonea sp. and Cocos. Sp. If approved by the Landscape Architect, may be set deeper than the depth of their original growing condition in order to lessen the necessity for support or bracing. For such deeper planting, however, it will be required that the underlying soil be friable. The clear trunk requirements set forth in the plant list shall be maintained from the finished grade and NOT from the previous grade of the palm tree before it was planted.

3. Plant material too large for hand handling, if moved by winch or crane, must be thoroughly protected from chain, rope or cable marks, girdling, bark slippage, limb breakage and any other damage that might occur by improper handling or negligence.

B. Backfilling:

Use native soil unless soil analysis indicates a need for amended soil prepared as described in the plans. Backfill the bottom two thirds of the planting holes and firmly tamp and settle by watering as backfilling progresses. After having tamped and settled the bottom two thirds of the hole, thoroughly puddle with water and fill remaining on third of the hole with planting soil, tamping and watering to eliminate air pockets.

C. Installation of Sod:

1. Placement of Sod: The sod shall be moist and shall be placed on a moist bed of topsoil. Pitch forks shall not be utilized for handling sod and dumping from vehicles shall not be permitted. The sod shall be carefully placed by hand, edge to edge (no gaps) in rows at right angles to the slope, commencing at the base of the area to put sod and working upward. The edges of the area that has sod shall be staggered in a corresponding manner providing the offset along the edge does not exceed 6 inches.
2. On slopes having a ratio greater than one in three, peg the installed sod into place with not less than two stakes per square yard.
3. Sanding: If needed in the opinion of the City Landscape Inspector, the Contractor shall immediately perform this function at no additional cost.

D. Application of Fertilizer:

1. Royal Palms: 10 pounds per palm
2. Medjool Date Palms: 5 pounds per palm
3. Coconut Palms: 10 pounds per palm
4. Groundcovers: 10 pounds per 1,000 square feet of bed spread evenly throughout the bed.
5. Sod: 10 pounds per 1,000 square feet of sod area.
6. Existing trees to be transplanted: At time of watering root-prune trees prior to transplanting, drench root ball once per week during the course of watering with a soluble fertilizer having a 20.20.20 analysis at manufacturer's recommended rate. One month after transplanting, add one pound of 6-6-6 fertilizer per inch of trunk caliper to trees, and one pound of LESCO 13-3-13 fertilizer per inch of trunk for palms.
7. The practice of placing fertilizer rings around trees and palms is strictly prohibited.

- E. Apply fertilizer to sod one (1) week after planting. Apply fertilizer to shrub, groundcover beds, palms and trees three (3) weeks after planting.
- F. Water plants and sod thoroughly two days prior to applying fertilizer, and wash fertilizer off plant leaves immediately after fertilizing.
- G. Mulch: Within 24 hours after planting, planted areas must be mulched as called for in the TSP. The mulch shall be uniformly applied to a depth of approximately two-inches, or other depth as indicated otherwise, over all shrub and ground cover areas, (except Wedelia and Purple Queen) around trees and palms in sod areas and any other areas indicated on the Plans. Keep mulch back one inch from trunks or stems.
- H. Staking and Guying:
 - 1. As indicated per Section 2.05 A, B, and C.
- J. Watering After Planting:
 - 1. Initially, water the plant material to develop uniform coverage and deep-water penetration of at least six inches. Avoid erosion, puddles, and washing soil away from plant roots.
 - 2. Provide continuous watering of plant material and sod after installation to achieve optimum growth conditions and establishment. Water shall be applied as necessary and the amount of water and frequency of watering shall be based on the specific needs of each plant type, the time of year, amount of rainfall and other environmental conditions it is exposed to. This watering shall begin after installation and continue until final acceptance or for a minimum of sixty (60) consecutive calendar days, whichever is greater in time. **All trees and palms shall be hand watered during this period.** Shrubs and ground cover may be watered using the irrigation system otherwise hand watering will be required during this period. New sod shall be hand-watered immediately after installation.
 - 3. If there is no source for water available at the project, then the Contractor shall be responsible for hand watering by means of a truck or tank.
 - 4. Canopy watering of existing, transplanted trees may be required at the discretion of the City Landscape Inspector, using misting heads on PVC risers to cover entire canopy. Operate by hand or utilize a timer to irrigate as required to prevent oversaturation of the rootball.
- K. Pruning and Thinning:
 - 1. Refer to the Tree Preservation and Protection Specifications Sec. 4 Tree Pruning.
- L. Weeding:
 - 1. Turf and plant beds shall be maintained free of weeds. This condition shall apply during the construction, maintenance and guarantee periods.

2. If necessary, the plant material, mulch, sand and/or planting soil shall be replaced as needed to eliminate weeds or undesirable vegetation at the expense of the Contractor.
- M. Removal of Plant Material: All plant material to be removed shall be removed completely, including the root ball, from the job or as directed by the City Landscape Inspector. The remaining hole shall be filled with suitable material or planting soil as directed by the City Landscape Inspector.
- N. Existing Plant Material To be Relocated:
1. Refer to the Tree Preservation and Protection Specifications Sec. 3 Tree Relocations.

3.06 CLEANUP

- A. Disposal of Waste: All waste and other objectionable material created through planting operations and landscape construction shall be removed completely on a daily basis from the job or as directed by the Landscape Architect. Any paved areas including curbs and sidewalks which have been strewn with soil, sod waste, fertilizer or other waste shall be thoroughly swept. The Department is not required to supply areas or facilities for storage or removal of waste on-site.
- B. Excess Fill: All excess fill shall be removed and disposed of from the project at no additional cost to the Department. Excess fill shall be disposed of as directed.

3.07 COMPLETION AND FINAL ACCEPTANCE OF PLANTING AND IRRIGATION (IF IRRIGATION IS PART OF CONTRACT)

- A. Upon written notice from the contractor of the presumptive completion, as defined below, of the entire project, the City Landscape Inspector, along with other appropriate parties, will make an inspection within 48 hours after the written notice. If all construction provided for and contemplated by the Plans and TSP, is found to be completed in accordance with the Plans and TSP, such inspection shall constitute the final inspection. The Contractor shall be notified in writing of final acceptance as of the date of the final inspection.
- B. If, however, the inspection mentioned in paragraph A, above discloses any work, in whole or in part, as being unsatisfactory, final acceptance shall not be given to the Contractor. The Department and/or the City Landscape Inspector will provide the Contractor with the necessary instructions or "punch lists" for correction of same, and the Contractor shall have up to 10 calendar days from the date such instructions or "punch lists" to correct the work are delivered.
- C. Upon correction of work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the Department or their representative shall make the final acceptance and notify the contractor in writing of this final acceptance as of the date of this final inspection. At completion of the punch

list, contractor shall certify that all work above and below ground has been completed in accordance with the plans, addenda and TSP and that the City Landscape Inspector can rely on this document as being a true and accurate statement to the best of the contractor's knowledge.

- D. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Plans and TSP including any and all "punch lists" which may be issued outlining certain items of work which were found unsatisfactory or require completion or corrective action.
- E. Final acceptance shall not be given until all construction provided for and indicated in the Plans and TSP is inspected by the Department and City Landscape Inspector and found to be completed in accordance with the Plans and TSP.
- F. Final acceptance shall not be official until acknowledge in writing by the Department or their representative.
- G. The guarantee shall not begin until the day final acceptance is given.

3.08 RESPONSIBILITY PRIOR TO FINAL ACCEPTANCE

- A. Certain responsibilities prior to final acceptance: The following is a partial list of certain responsibilities. The lack of listing a responsibility on the following list does not relieve the Contractor of the responsibility if it is indicated elsewhere in the Plans and TSP.
 - 1. The Contractor is responsible for the entire project prior to final acceptance.
 - 2. The Contractor is responsible for safety on and off the job site.
- B. Maintenance Prior to Final Acceptance:
 - 1. Maintenance shall begin immediately after each plant is installed and shall continue until final acceptance, except for the watering indicated in the paragraph below. Watering shall begin as indicted and shall continue until completed, even if the indicated period goes beyond the time of final acceptance.
 - 2. Plant maintenance shall include watering, pruning, weeding, cultivating, repair of erosion, mulching, tightening and repairing of guys, stakes, braces, etc., replacement of sick or dead plants, resetting plants to proper grades or upright position, maintenance of the watering saucer, litter removal, and all other care needed for proper growth of the plants. Mowing and edging shall be completed at least every fourteen (14) days and the irrigation system shall be checked at each mowing cycle. Contractor shall provide a written report to the Department of all deficiencies and any required repairs.
 - 3. Immediately after installation, each plant shall be watered and the watering period shall continue until final acceptance or for a minimum of 42 consecutive calendar days, whichever is greater in time. Refer to Sec. 3.05 J.
 - 4. All plant material shall be weeded I accordance with Sec. 3.05 L.

5. Insecticides and Fungicides:
 - a. Contractor shall apply all insecticides and fungicides as needed, for complete control of pests and diseases. The materials and methods shall be in accordance with highest standard horticultural practices and as recommended by the County Agent, and approved by the City Landscape Inspector, prior to implementation.
 - b. When a chemical is being applied, the person using it shall have in their possession, a specimen label and the Material Safety Data Sheet. Also, the chemical shall be applied as indicated on the said labeling. Only products approved by the Federal Environmental Protection Agency shall be used. NO PRODUCTS CONTAINING 2-4D SHALL BE USED.
 - c. The spraying of insecticides and other such chemicals are to be confined to the individual plant. Spraying techniques which may introduce the material being sprayed beyond the immediate area of the individual plant is strictly prohibited.
 - d. The implementation of control measures for pest and disease infestations shall be in strict compliance with all federal and local regulations. Upon request the Contractor shall furnish documentation of such compliance.
 - e. All insecticides shall be applied by an operator licensed pursuant to Chapter 487 of Florida Statutes. The operator shall have the license certification in their possession when insecticides are being applied.
 - f. A written record of all pesticide and fungicide applications shall be provided to the Department.
6. Sod: After the sod has been laid and top dressed, all areas and parts of areas which fail to show uniform growth and health shall be re-sodded until all sod areas achieve adequate coverage. Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by filling with topsoil and re-sodding by the Contractor at their expense.
7. Protection: Installed trees, palms shrubs and sod shall be protected against trespassing and damage unless otherwise noted. If any plants become damaged, they shall be treated or replaced as directed and in compliance with the TSP at no additional cost to the Department. No work shall be performed within or over planting areas or adjacent to plants without proper safeguards and protection.
8. Keep sidewalks, curbs and gutters, drainage structures, driveways, parking areas, streets, terraces, decks and pavers free of plant cuttings, debris and stains.
9. Material rejected during the course of construction shall be removed within ten (10) working days and replaced before an inspection for completion will be scheduled.

10. Failure to comply with written specifications (TSP) may result in a back charge to the Contractor for any costs incurred by the City to address any deficiencies.

- C. Survival and Conditions: The Contractor shall be responsible for the proper maintenance, survival and condition of all landscape items from the time a landscape item is installed until final acceptance.
- D. Replacement: Replacement of plant material shall be the responsibility of the Contractor. Contractor shall be responsible for any replacement required due to theft or vandalism attributed solely to Contractor negligence. All plant material shall be alive and in good growing condition for each specific kind of plant at the time of final acceptance.
- E. Rating: The rating of plant material according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in this TSP at the time of final acceptance.

City of Miami Beach Irrigation System Technical Standards

PART I – GENERAL

1.01 SCOPE OF WORK

- A. Provide all labor, materials, and equipment necessary to perform the complete scope of irrigation work as specified to ensure the system is fully and properly operational.
- B. If irrigation plans are not included, provide complete irrigation plans and schedule, as part of scope of work, to a degree, detail, and inclusion that such plans will be accepted for all necessary permitting required completing the project per plans and as set forth in these specifications. This may or may not require providing details of equipment and/or their connections to comply with local codes.
- C. Facilitate the complete and proper construction of the landscape irrigation system including, but not limited to:
 1. All piping including but not limited to mains, laterals, fittings, sleeves, connections, tees, risers and clamps.
 2. All valves including control/shut-off, ball, globe, zone, pressure-reducing, quick coupling and including valve boxes, markers, connections, operators, fill, wire splice kits, detectable underground warning tape and other accessories.
 3. Complete automatic control system, including controllers, controller enclosure/slab/pedestal and mounting, programming, wired conduit runs, rain sensor device (if applicable), and control valve wiring connections.
 4. Complete electrical connection of the controller to service panel location.
 5. Connections of piping to the supply source utilizing a meter and installing a backflow prevention device and flow meter at the meter location as per local code.
 6. All excavation, site work, relocation, or replacement of utilities, backfill and restoration of all disturbed areas and circumstances.
 7. Provide a complete and operable system for the irrigation of all proposed landscape areas on the project site. These specifications are intended to include all items obviously necessary and requisite for the proper irrigation of the project. This in no way relieves the Contractor of his responsibility to furnish any additional labor, methods, materials, and equipment required for a proper irrigation system as part of this scope of work

8. Supply, deliver, store, and protect all equipment and materials, including pipe and fittings, valves, controllers, wire, and all other component parts necessary for the installation of a fully automatic irrigation system as indicated in these specifications.
- D. Complete sod, planting, pavement, and other restoration in all areas that are trenched or damaged during the installation of the irrigation system upon completion of the project.

1.02 DESCRIPTION OF SYSTEM

- A. This system will be designed as a typical block valve type using various components including, but not limited to sprinklers, rain sensor device, programmable electronic automatic controller, remote electronic valves, backflow prevention device, etc. The individual irrigation system shall be controlled by a new, most-recent model, Rain Bird® ESP-LX Series electronic controller, depending on the size, limits, and conditions of the project, and as determined by the Public Works Department designee and or City project manager.
- B. The water source for this system shall be from an existing City potable water system. Contractor to coordinate with the Public Works Department for necessary requirements of new meter installation. Contractor shall be responsible for all fees to do the necessary work as required by the City, including labor, materials, permit, coordination, etc., and shall consider these fees as part of their contract.

1.03 QUALITY ASSURANCE

- A. All relevant ANSI, AWWA, and ASTM Standards and Specifications shall apply, and all applicable building codes and approvals from other public agencies having jurisdiction upon the work.
- B. The Contractor shall be responsible for constructing the system in complete accordance with all local codes, ordinances and laws. The Contractor shall install all sprinkler heads according to the manufacturer's specifications with regard to installation depth, distance between heads, etc. unless otherwise directed in writing by the Public Works Department. Any modification made to conform to any codes, laws, ordinances and specifications shall be completed at the Contractor's expense with no additional compensation allowed.
- C. Protection of Existing Site Conditions and Materials: The Contractor shall take all necessary precautions to protect site conditions and materials to remain. Should damage occur, Contractor shall repair the damage to original condition or better at their expense.

1. The Contractor shall avoid trenching through the roots of any existing trees and shall alert the City Urban Forester and Public Works Department designee before conducting any such activity that may damage tree root systems.
- d. Permits and Fees: Contractor shall be responsible for obtaining all permits and pay all required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of construction shall be arranged as required. On completion of the work, satisfactory evidence shall be furnished to the Public Works Department showing that all work has been installed in accordance with all ordinances and code requirements.
- e. Contractor shall ensure full, 100% overlap coverage (*minimum* head to head) in all areas to receive irrigation, and shall be responsible for adding additional heads, zones, components, or other equipment as required to achieve such coverage. To clarify, "head to head" is defined as the farthest edge of the water throw trajectory of a single head extends to or overlaps the adjacent irrigation head(s).
- f. Rotor type heads are preferred for turf areas when such areas are large enough to accommodate rotors without overspray on to hard surfaces. Pop-up spray heads utilized in turf areas shall be minimum 6" pop-ups to effectively spray over grass between mowing service visits.
- g. Pop-up spray heads, spray heads on risers or Netafin micro-irrigation (approved in writing by the Public Works Department) to be used to irrigate landscape beds. Landscape beds (shall be irrigated by spray heads/Netafin only) zoned separately from turf areas (irrigated by rotors). **At no time should there be both rotors and spray heads, or drip irrigation and spray heads on the same zone.**
- F. Workmanship: All work shall be installed by skilled personnel, proficient in the trades required, in a neat, orderly, and responsible manner with recognized standards of workmanship. The Contractor should have installed at least five projects of similar magnitude and demonstrated ability in the installation of sprinkler irrigation systems of this type. Some manufacturers may require factory certification for construction/installation of their products. In such cases, Contractor shall verify before bidding/constructing the project and bid shall be inclusive of any and all direct or related costs.

1.04 SUBMITTALS

- A. Submit shop drawings to project manager and Public Works Department designee for all irrigation system equipment, indicating all details required for the proper construction including, but not limited to: controller(s), electronic valves, manual valves, flow meters, backflow preventer, rain sensor device, etc. Where appropriate, and when approved by the City,

manufacturer's product data for the proposed components may be substituted for shop drawings.

1.05 SUBSTITUTIONS

- A. A written request for approval to substitute a material's type, grade, quality, etc. due to the non-availability of the material specified may be submitted to the project manager and the Public Works Department designee. Approval of the substitution must be given in writing by the project manager and the Public Works Department designee before the material is ordered, delivered, or installed on the project.

1.06 CHANGES AND ADDITIONAL WORK

- A. The Contractor shall not begin any changes or additional work pertaining to the project until the City and the Contractor have executed a written agreement setting forth the adjusted contract amount. Any work performed on any changes or additional work prior to the execution of a written agreement may not be compensated by the City.
- B. The Public Works Department reserves the right to adjust the number and location of sprinkler heads and other equipment in order to provide for any modifications which might become necessary.

1.07 GUARANTEE

- A. Contractor shall warranty the entire irrigation system against defects, poor workmanship, discrepancies, deficiencies, and malfunction for a minimum of one calendar year from the time of final acceptance. Warranty shall include, but not be limited to, all parts and components included in the system and its installation, and all labor-related items regarding the procurement, assembly, installation, and operation of the system including any and all of its components. An inspection, to be arranged and coordinated by the Contractor and to include the Contractor, the project manager, and Public Works Department designee, shall be made at the beginning and end of the guarantee period.

1.08 QUALITY AND GRADE OF REPLACEMENT

- A. All replacement material shall be equal to or better in regards to size, quality, quantity, and grade, as that of the material to be replaced, unless directed otherwise by the project manager and Public Works Department designee.
- B. Replacement components and labor shall be guaranteed for a period of one year. This guarantee period shall begin at time of acceptance of the replacement material and/or workmanship.

- C. Final payment to the Contractor shall in no way, either expressed or implied, relieve the Contractor of any guarantee obligations.

1.09 AS-BUILT DRAWINGS

- A. After final acceptance of project, Contractor shall furnish complete as-built drawings at the same size and scale as the original bid documents and an electronic .dwg file, that show the following: scaled drawings that show the locations of all valves and piping (with dimensions where required or necessary), horizontal or vertical dimensions measured from permanent/fixed objects (buildings, sidewalks, etc.) for the following that include, but are not limited to: feed pipe(s), mainline pipe(s), all lateral lines, controller location, remote control/ball/valves, quick coupler valves, backflow preventer, meter and point source connection, wiring/conduit, sleeves, wire splices, and sprinkler heads. The drawings shall also indicate and show any and all approved substitutions including size, material, and manufacturer's name and catalog number. All piping shall be labeled to show diameter sizes. Remote control valves and isolation valves shall have two (2) measurements from separate fixed objects so that triangulation of an exact coordinate for the valves may be calculated. Provide a minimum of two (2) hard copies and one digital copy (in Autodesk AutoCAD and Adobe PDF) of the as-built drawings to the CMB Greenspace Management Division for their records.

PART 2 - MATERIALS

2.01 PIPE

- A. PVC: As a minimum, provide Schedule 40 solvent weld unplasticized polyvinyl chloride pipe for all main and lateral lines unless otherwise specified. All pipes shall be new, unused, and free from defects and shall be continuously marked indicating size, schedule, type and Department of Commerce Standard Reference. Pipe shall be furnished in standard length of twenty (20) feet. All mainline and lateral pipe shall be manufactured from clean, virgin, NSF approved Type 1, Grade 1 PVC, conforming to ASTM design specifications D1785 and D2241. All piping placed inside sleeves shall be the same.
- B. GALVANIZED STEEL PIPE: Pipe installed above grade for the backflow prevention device shall be Schedule 40 galvanized steel (reference 2.12-Paint).
- C. PVC SLEEVES: Pipe used for sleeves routed under pavement, sidewalks, or other shall be polyvinyl chloride (PVC) Schedule 80 pipe unless noted otherwise. Size of all sleeves shall be able to easily accommodate specified irrigation line AND any necessary electrical conduit for electronic zone valves/other.

- D. THRUST BLOCKS: Thrust Blocks shall be installed for any main line 3" or greater in diameter. Thrust blocks must be formed against a solid, hand-excavated trench wall undamaged by mechanical equipment. They shall be constructed of concrete, and the space between the pipe and trench shall be filled to the height of the outside diameter of the pipe. They shall occur at any change in direction of the mainline pipe that is 45 degrees or greater. The minimum thrust block size shall be 2 cu. ft. The thrust blocks shall also use strapping or rebar to anchor the fitting. In no instance shall the fitting be covered more than 50% so access for maintenance will not be impeded. The City Public Works Department representative shall be notified of installation at least 48 hours prior to placement and will be present while pouring to inspect the thrust blocks.

2.02 PIPE FITTINGS

- A. All mainline pipe fittings shall be a minimum of Schedule 40 PVC. Make all taps on irrigation mains or branch mains with 'T' or 'Y' fittings. Provide non-threaded type joints of socket type, designed for solvent-cement type application. Prior to the connection of any joint with PVC glue, treat all fittings and pipes with a high etch (purple) PVC primer. A medium body PVC rated cement shall be used to bond each section of the PVC pipe and its fittings. Use only cleaner and solvent compatible with the PVC pipe used. Upon completion of the glue joints, keep irrigation system out of service for the period of time specified by the glue manufacturer. Make screw joints with an acceptable screw joint pipe joint compound. Where adapters are used between threaded and slipped pipes or valves, they shall be only female PVC threaded to socket coupling adapters. No male threaded PVC fittings are to be used, with the exception of street 'el's and 'funny pipe' riser adapter.
- B. Galvanized steel pipe shall have threaded standard, 150-pound galvanized malleable fittings.
- C. All sprinkler heads shall be connected to the supply line via adapters with ½" 'Funny Pipe', or other Public Works Department approved flexible hose, unless the intended location falls within a high traffic area or unless indicated otherwise in the Drawings or Specifications. All high traffic or anticipated high traffic areas shall utilize swing-type joints to connect heads within the area of high traffic.

2.03 PRIMER

- A. Primer shall be a high etch purple primer manufactured for PVC use and intended to produce a solvent weld. The primer **must** be color-tinted to aid in visual inspection and verification.

2.04 GLUE

- A. Glue shall be slow drying, heavy-duty gray or blue PVC glue. Transparent glue will not be accepted.

2.05 SPRINKLER HEADS

- A. Pop-up Spray Heads: The sprinklers shall be 1800 PRS series as manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora, California, unless otherwise specified.
1. The sprinkler shall be of the fixed spray type designed for in-ground installation, unless otherwise noted. The sprinkler shall be capable of covering the head to head radii at a minimum 30 P.S.I.
 2. The nozzle shall be comprised of one (1) or more orifices at two (2) radius ranges and shall be adjustable from "On" to full "Off". The nozzle shall elevate 3 to 6 inches when in operation. Retraction shall be achieved by a heavy-duty stainless steel spring. The nozzle piston shall have a smooth external surface operation in a resilient guide. A riser wiper shall be included in the sprinkler for continuous operation under the presence of sand and other foreign material.
 3. The spray head body shall be a PRS series, with a pressure regulator built into the stem.
 4. Coverage shall be either full or part circle. The part circle coverage shall be available in arcs of 45, 90, 120, 180, 240, and 270 degrees or adjustable part circle. Also included shall be special patterns including an end strip, side, and center strip nozzle configuration. Nozzle delivery shall be such as to allow partial circle patterns to match full circle patterns in precipitation rates.
 5. The body of the sprinkler shall be constructed of non-corrosive, ultraviolet resistant heavy-duty plastic. A filter screen shall be in the sprinkler body. All sprinkler parts shall be removable through the top of the unit by removal of a threaded cap.
 6. All sprinkler heads shall be connected to the supply line via adapters with ½" 'Funny Pipe', or other approved flexible hose, unless indicated otherwise in the Drawings or these Specifications.
- B. Pop-Up Rotary Heads: The rotary heads shall be Falcon® 6504, 5500 or 5000 Series as manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora, California, unless otherwise specified.
1. The full or part circle sprinklers shall be a single stream, water lubricated, gear driven type capable of covering the specified radius in Drawings at a base pressure of 50 psi. Part circle sprinklers

shall have adjustable arc coverage of 40 to 360 degrees. Arc adjustment can be performed with or without the rotor in operation and shall require only a flat blade (standard) screwdriver. The sprinkler shall be capable of full-circle operation in either the single direction or the bi-directional mode.

2. The sprinkler shall have a rotating nozzle turret independent of the riser stem. The portion of the riser stem that is in contact with the wiper seal shall be non-rotating.
 3. The sprinkler shall have a pressure activated, multi-function, soft elastomeric wiper seal that will clean debris from the pop-up stem as it retracts. This wiper seal shall prevent sprinkler from sticking in the up position and be capable of sealing the sprinkler riser stem to the sprinkler cap under normal operating pressures. The sprinkler shall have a tapered riser stem that will assist in the flushing mode of the sprinkler as it pops up, as well as when it retracts down. The tapered stem shall seal positively against the multi-function wiper seal to assure no flow-by when fully activated.
 4. The sprinkler shall have a strong stainless steel retract spring for positive pop-down.
 5. The rotor shall have a stainless-steel covered nozzle turret and riser stem. The riser stem shall be tapered and conform to the standard plastic stem in all other ways.
 6. The sprinkler shall have a screen attached to the drive housing to filter inlet water, protect the drive from clogging and simplify its removal for cleaning and flushing of the system.
- C. Rainbird MPR 5 Series Bubbler Nozzles: The sprinklers shall be manufactured by Rain Bird Sprinkler Mfg. Corp., Glendora, California, unless otherwise specified.
1. The nozzles shall have precipitation rates matched across sets and across patterns.
 2. The nozzle shall be capable of covering the specified radius at a minimum pressure of 15 p.s.i. at the specified discharge rate.
 3. The plastic MPR nozzle shall be constructed of UV resistant plastic. The radius adjustment screw shall be constructed of stainless steel.
- D. The nozzle shall accept the non-clogging 1800 Series filter screens to allow for radius adjustment and the MPR Plastic Nozzles shall also accept the pressure compensating screens (PCS Series).
- E. The nozzle shall be installed in the appropriate irrigation casing as per the manufacturer's recommendation.

2.06 IRRIGATION CONTROL WIRE

- A. All irrigation control wire from the controller to the electric valve shall be UL approved PE irrigation control wire single conductor insulated, utilizing low density high molecular weight polyethylene insulation suitable for operating at 600 volts and conductor temperatures up to 60 degrees Celsius. The conductor shall be soft drawn, bare copper meeting the requirements of ASTM Specification B-3 or B-8. Temperature rating shall be from -55 degrees to +60 degrees C. Insulation thickness for conductor size is 14 AWG through 8 AWG minimum. AWG size for wire shall be in accordance with the manufacturer's specifications based upon a relationship between the number of valves and their distance from the controller.

2.07 WIRE CONNECTORS

- A. All splices in irrigation control wire shall use Rainbird ST-03 UL Snap-Tite connectors and PT-S5 sealer or 3M DBY Direct Bury Splice Kit or approved equal. All splices shall occur within approved boxes (reference 2.13-Valve Boxes).

2.08 CONDUIT

- A. Conduit for irrigation wire shall be gray PVC, UL approved. Size as required by code and as set forth in these specifications. Conduit shall be used for all irrigation wire runs.
- B. Conduit runs shall be assembled to be 100% waterproof and fully protect wire inside from natural elements and corrosive processes.

2.09 RISERS

- A. Pipe shall be ½-inch PVC Schedule 40 or Schedule 80. Risers are to be utilized in shrub massings when conventional pop-up spray heads would provide inadequate coverage (shrub heights of 18" or greater). Risers shall be secured to #4 steel bar, minimum with stainless steel hose clamps and shall be sized accordingly to the mature size or intended maintained size of the plant material it is scheduled to water.
- B. Risers shall utilize spray nozzles connected to male threaded fittings. The nozzles shall deliver the appropriate spray radius to provide 100% coverage to the intended area while reducing overspray to non-irrigated areas.

2.10 CONTROL VALVES

- A. Automatic Control (Electronic) Valves:

1. Master Control Valves: All irrigation systems are to include a controller- activated master control valve. Valves are to be sized to accommodate maximum flows allowable through the designated water meters for individual systems.
2. Zone Valves: Shall be Rainbird PESB or Public Works Department approved substitute. Each system zone shall contain an electrically activated remote control valve (size as required to maintain minimum friction loss) that shall be constructed with stainless steel trim and close normally with manual bleed plug and manual control (cross handle on 1-1/2" and 2" models; screwdriver adjustment on 1" model) or equal. Solenoid shall be 3.5 watt, 24 volt AC with tamper proof molded coil and twisting wire. Diaphragm shall be of rubber material. Tir-Act solenoid porting shall prevent a continuous flow of water through the ports during operation. Inlet port to solenoid shall be filtered with self-flushing stainless-steel screen, removable from outside of valve body for maintenance. All parts shall be serviceable without removing valve from the line. Valve shall have no external plumbing or tubing that can be installed at any angle without affecting valve operation.

B. Manual Ball Valves:

1. Manual ball valves shall be installed before each automatic control valve in the system. Ball valves 4" and smaller shall be brass-type ball (globe) valves, sized to accommodate meter flow rates. Valves are to have quick disconnect union ends for maintenance/modification of piping system. They shall be installed in a valve box with cover, and, if conditions permit, may be installed in the same valve box as automatic control valves.

C. Quick Coupling Valves:

1. Shall be Rainbird 5RC Series or Public Works Department approved equal.
2. The quick coupling valve shall be a one piece type capable of having a discharge rate of up to 70 gallons per minute (GPM) with a pressure loss not to exceed 14.0 pounds per square inch (PSI).
3. The valve body shall be constructed of heavy cast brass. The cover shall be durable and self-closing. When so specified, the 5RC cover shall be a locking rubber cover (LRC).
4. The valve shall be opened and closed by a brass key from the same manufacturer.

2.11 BACKFLOW PREVENTION DEVICE

- A. Backflow prevention device shall be as per City of Miami Beach Code. All connecting pipes installed above grade to be Schedule 40 galvanized steel and painted dark green (reference 2.12-Paint). Backflow Preventer shall be approved by the project irrigation consultant before order and installation.

2.12 PAINT

- A. Paint for risers, rebar, and visible pipe shall be dark green, outdoor-rated weatherproof. Color sample shall be submitted to City Project Manager and or the Public Works Department representative for approval. All parts to be painted should receive the number of coats necessary to completely mask underlying, original colors/materials. Only apply paint as per manufacturer's instructions.

2.13 VALVE BOXES

- A. All valve boxes, where they occur in light or infrequently traversed areas, shall be fiberglass type manufactured by Amtek or approved equal, and manufactured for the primary purpose of an in-ground irrigation box, and sized accordingly.
- B. Valves shall not be placed in the path of areas that receive motorized traffic. Should it become necessary to place a valve box in more frequently traversed areas, such as areas that may receive high pedestrian volumes or the possibility of incidental maintenance vehicles, use a traffic-rated, pre-cast concrete box with a securable (bolted), galvanized iron lid. Box shall have a min. H-10 traffic loading value.
- C. All valve boxes shall be placed on a min. 6" bed of pea gravel. Contractor to ensure proper percolation of water and make adjustments where necessary. No standing or ponding water shall occur inside the valve box.

2.14 CONTROL SYSTEM

- A. The control system shall be a new, most recent production controlled by a new, most-recent model, RainBird® ESP-LX Series electronic controller, unless an equal is approved in writing by the Public Works Department representative. Controller shall have a minimum of two (2) spare stations for future expandability.
- B. Contractor shall provide the controller with a 110 volt A.C. electrical supply. The controller unit shall have input and output surge protection consisting of a GFI circuit breaker built into the controller enclosure on the input side, and a separate transformer with one relay output module for each zone on the output side.

- C. The controller shall be encased in a securable, wall or rack mounted waterproof encasement unless specified otherwise.
- D. Irrigation field wires shall not be brought directly into the controller enclosure. A "tray cable" **UL**® listed for Direct Burial and Sunlight Resistant shall be connected to the controller output terminals and placed inside a valve box just outside the enclosure. These wires shall each be a #16 AWG, THWN, stranded. Each wire shall be printed on its full length with a number, and color coded. Field wires shall be connected to these wires inside the splice box utilizing approved waterproof connectors.
- E. Unit shall be grounded as per the manufacturer's specifications.
- F. If electrical supply is not available and with the prior written consent of the Public Works Department an Irritrol Systems IBOC Plus solar irrigation controller may be used. Battery operated On-valve type controllers are not acceptable for use.
- G. Accessories:

- 1 Flow Meters: All flow meters shall be interchangeable types as manufactured by Bermad, Inc. or approved equal. One flow meter with pulse indicator and a master valve feature shall be installed at each connection or tap (meter locations) into the existing water line source. Flow meters shall be installed in a valve box or, when applicable a pump station, with 6" of pea gravel aggregate underneath to promote drainage. Flow meters shall be wired to the controller.

The Bermad flow meters must be sized correctly to work accurately. Use the following flow rate / meter combinations:

Up to 65 gpm –
1½" size
Up to 100 gpm –
2" size

- 2 Detectable Underground Warning Tape: Caution Buried Irrigation Line Below
- 2"W shall be installed 6" above main lines and lateral lines
- 3 Back-up Power Supplies: Each field unit shall each have a nickel-cadmium battery backup system in case of power loss or failure. The battery shall be nickel-cadmium 9-volt capacity and manufactured by Varta, Duracell or equal.
- 4. Training and Manuals - Contractor shall supply the original factory copy of controller operation/owner's manual. Contractor shall register product with manufacturer and provide a copy of

completed warranty card/sheet/information to the Public Works Department representative.

2.15 BACKFILL SOIL

- A. Backfill material shall be clean fill, and completely free from any rock or other material which, if it came into contact with, could damage the pipe. If material from excavation is not acceptable, then imported clean sand must be used. No rock or concrete/asphalt debris will be permitted in contact with the PVC pipe.

2.16 RAIN SENSOR

- C. The rain sensor shall employ an electromechanical actuating device designed to cause a circuit interrupt that temporarily disables the irrigation controller during periods of significant rainfall.
- D. The rain sensor shall be connected to the system controller to properly function and achieve its intended purpose. The device shall automatically restore the controller to a normal operating condition after a period of time subsequent to the rainfall. The device shall be suitable to be wired – normally closed (N.C.) – in series with the valve common; and, shall include a short-lead to allow wiring normally open (N.O.) when necessary.
- E. The device shall be of rugged construction to withstand the elements, including exposure to sunlight (U.V.)
- F. The rain sensor shall incorporate a provision that allows the installer to select from several rainfall settings.
- G. The device shall include a vent ring to help control drying time of the mechanical components.
- H. Rain sensor shall be securely mounted to a tangible structure, out of human reach, and clear of any overhead obstructions that may negatively impact performance. When possible, location should minimize view by the general public. Contractor to coordinate location with project Landscape Architect.

2.17 BOOSTER PUMP STATION (IF APPLICABLE) -RESERVED

PART 3 - EXECUTION

3.01 GRADES

- A. It shall be the responsibility of the Contractor to provide the compacting and final grading so the final level conforms to surrounding grades and is at the

proper elevation with relation to walks, paving, drainage structures and other site conditions, and as identified in the general notes and specifications section of the planting plan or as directed by the Public Works Department. Depth of irrigation system components shall be measured from the FINAL grade.

3.02 PREPARATION

- A. Layout of Mains and Laterals: Layout sprinkler main lines and perform line adjustments and site modification to lateral lines prior to excavation. Any conflicts shall be brought to the immediate attention of the project irrigation consultant or the Parks and Recreation Department for coordination of solution.
- B. Valve Location: Locate valves to assure ease of access for maintenance and that no physical interference with other elements of the project exists. Align valves parallel to each other in manifold systems.
- C. Furnish temporary support/adequate protection and maintenance from all underground and surface utilities, structures, drains, sewers, and other obstructions encountered in the progress of the utilities work.
- D. Where the grade or alignment of proposed pipe is obstructed by existing utility structures such as conduit, ducts, and pipe branch connections to sewer mains, main drains, water services, electrical lines, or other utilities, the Contractor shall notify the project manager and Public Works Department representative immediately to coordinate a solution.

3.03 PIPE INSTALLATION

- A. The Contractor shall stake out the location of each run of pipe/valves prior to trenching.
- B. Excavation shall include all materials encountered in the excavation of trenches for pipe installation. The trench shall be of sufficient width and depth for installation of the pipe as indicated herein. The Contractor shall cause minimum disturbance to all existing conditions.
- C. Any pavement cut must have the prior consent of the City of Miami Beach. All irrigation lines and wire routed under pavement and sidewalks shall be sleeved inside polyvinyl chloride (PVC) Schedule 80 pipe unless noted otherwise on the plans or in these specifications. Size of all sleeves shall be able to accommodate proposed irrigation line and any necessary electrical conduit with at least 1/2" excess free space.
- D. Contractor shall abandon any old irrigation components found below grade during the installation of the new irrigation system except those that are to remain in operation or as directed by the project manager and

the Public Works Department representative. The Contractor shall remove and dispose of the unused, abandoned irrigation components, and properly cap all lines that are still connected to a water source. Contractor shall properly cap any old irrigation system mains and branch mains as encountered at limit of construction line/scope of work where complete removal would extend outside of the limit of construction line/scope of work, except those scheduled for use with the new system.

- E. Trenches shall be made wide enough to allow a minimum of 6 inches between parallel pipelines. No lines shall be installed directly over another. Trenches for pipelines shall be made of sufficient depths to provide the minimum cover from finish grade. All main line pipes shall have a minimum cover from finish grade as per City of Miami Beach Code.
- F. The pipe and fittings shall be carefully inspected before installation of the trench. All rocks and unsuitable bearing materials shall be removed from trench in strict accordance with the manufacturer's recommendations.
 - 1. Solvent welded joints shall be made only on clean, dry, square cut, smooth pipe sections. Fittings shall be "dry" tested for proper size before primer is applied. The assembly shall proceed in strict accordance with recommended procedures furnished by the manufacturer. Once primer and glue are applied and fittings are connected tight, turn pipe or coupling $\frac{1}{4}$ turn to set. Hold joint fitting and/or components tightly together for a minimum of 30 seconds or as suggested by the glue manufacturer, whichever is greater, to allow for setting.
 - 2. Solvent welded pipe sections shall be "snaked" from side to side in the trench to prevent joint rupture due to thermal expansion and contraction.
 - 3. Pipe openings shall be temporarily plugged during construction to prevent entrance of foreign materials.
- G. Backfill shall be carefully placed to avoid pipe dislocation. Backfill material shall be free of rocks, stumps, roots and other unsuitable material. Backfill shall be placed in 6" lifts and shall be thoroughly compacted. Any backfill under pavement or sidewalks shall be compacted to 98% of maximum AASHTO T 180 density. The soil surface of backfilled trenches shall be manually settled so it is even with the surrounding soil surface grade.

3.04 SPRINKLER HEADS

- A. Irrigation heads shall be installed per manufacturer's specifications and as provided in these technical specifications.
- B. Provide minimum 2" ring of $\frac{1}{2}$ " - $\frac{5}{8}$ " diameter lightly compacted gravel around outside casing of irrigation heads to allow for proper drainage.

- C. All at-grade heads are to be connected to the supply line using ½" funny pipe, or approved equal flexible pipe, and adapters, unless otherwise specified or installation is to occur in an anticipated high traffic area, in which case PVC swing joints are to be used. Allow enough slack in the funny pipe to allow for proper horizontal adjustment of the heads after installation.
- D. Risers extensions are to be utilized in shrub massings when conventional pop-up spray heads would provide inadequate coverage (shrub heights of 18" or greater). Risers shall be secured to Rebar (#4) with stainless steel hose clamps. Rebar to be secured into the ground to a depth that will not allow for willing movement. Risers in shrub massings shall be a minimum of 12" from the edge of the planter bed. All risers and rebar shall be painted with a dark green color, weatherproof outdoor paint (reference 2.13-Paint). Apply number of coats necessary to completely mask any original colors underneath.

3.05 CONTROL SYSTEM

NOTE - ALL WIRE SHALL BE INSTALLED IN UL APPROVED GRAY PVC

CONDUIT, except under the following conditions:

- 1. When the conduit is directly exposed to ultraviolet light, then that exposed portion shall be rigid, threaded, heavy walled galvanized pipe.
 - 2. When the use of PVC conduit is restricted by local, state or federal code, then the wire shall be installed in the type of conduit required by code. **NO DIRECT BURIAL WIRE INSTALLATIONS SHALL BE ALLOWED. ALL SPLICES SHALL BE TWISTED AND FULLY INSULATED FROM MOISTURE, SHALL ONLY OCCUR IN VALVE BOXES, AND ARE TO ULTIMATELY BE RECORDED IN THE AS-BUILT DRAWINGS.**
- A. Contractor to install Control System including Pump System (if applicable), and all associated components, in strict accordance with the Manufacturer's Specifications and Instructions, and the Specifications contained herein.
 - B. Accessories:
 - 1. Rain Sensor Device: The Rain Sensor shall be installed in a location that is free from overhead obstructions that may cause improper performance of the unit. It shall be installed in a location that is out of range of the sprinklers and away from trees or overhanging objects which might affect accumulation of rain in the rain cup. Install as recommended by the manufacturers' specifications. Furthermore, where possible, Rain Sensor shall be installed in an inconspicuous

location, away from the direct visibility of passersby, and out of reach of the general public. Coordinate exact location and installation of rain switch with project Landscape Architect.

2. Backup Power Supplies: The back-up power supply for the Controller shall be installed at the same location as the Controller itself. Install as per manufacturer's specifications and specifications.
- C. Training and Manuals: The Contractor, through the manufacturer, shall:
- 1 Provide technical and general information sheets and Operating Manuals for all equipment.
 - 2 All manuals, technical information sheets and general information sheets shall be in duplicate and separately bound.

3.06 CONTROL WIRE INSTALLATION

- A. Install control wires in UL approved PVC conduit below final grade, depth per City Code or a minimum of 18" and lay to the side of the main line. Provide a minimum 24 in. of tightly rolled looped wire slack at valves.
- B. All underground splices shall be made at electric valves in valve boxes. Splices shall utilize Rainbird ST-03 UL Snap-Tite connectors and PT-S5 Sealer or 3M DBY direct burial splice kit. Splices should be designed into the system and minimize additional splices in the field. Show all splice locations on the as-built drawings.

3.07 AUTOMATIC VALVES

- A. All automatic valves shall be installed in a rectangular valve box (reference 2.13) and shall be arranged for easy adjustment and removal. A union shall be installed on the downstream side. The flow adjustment feature of each valve shall be utilized to balance operating pressures throughout the system.
- B. Master Control Valves shall be located downstream from the backflow preventer in a valve box. The exact location is to be approved by the project manager and the Public Works Department representative.
- C. A valve actuator shall be installed on each valve. Follow manufacturer recommendations for installation instructions.

3.08 BALL VALVES

- A. Ball valves shall be installed at all paved crossings and before all automatic valves, in accordance with local codes, and arranged in valve box for easy adjustment and operation.

3.09 BACKFLOW PREVENTION DEVICE

- A. Contractor to install as per plans and field-adjust as necessary, per project irrigation consultant's approval. All pipes installed above grade to be Schedule 40 galvanized steel and painted dark green.

3.10 VALVE BOXES

- A. Valve boxes shall be installed so that top is flush with surrounding final grade and shall be set on a minimum of six inches of pea gravel, and as per manufacturer's recommendations. Contractor shall insure proper percolation of water to subsurface.

3.11 TESTING AND INSPECTION

- A. The Contractor shall notify the project manager and the Public Works Department representative a minimum 72 hours in advance of testing and shall coordinate as required.
- B. Cleaning and pressure testing: Flush irrigation system with water to clear lines of foreign materials after system assembly is complete and prior to installation of the control valves. Cap and/or plug outlets and fill lines with water. Upon completion of the irrigation main and prior to the installation of any control valves, test the entire main line for proper construction. After completion of the flushing operation, test the main lines with 100 psi hydrostatic pressure for a minimum of 1 hour. No pressure loss shall be allowed over the duration of the test. Remove and/or replace any item or component of the system which does not comply with the test and test the entire system again until satisfactory test results are obtained. All testing shall be done in the presence of the project irrigation consultant and the Public Works Department designee. All joints, tees, elbows, caps, and connections shall be left exposed during this test. Main line sections of solid unbroken pipe should be buried at intervals adequate to secure stabilization of pipe runs when pressurized. If necessary, repair any leaks and retest entire assembly until achieving satisfactory result. Install sprinkler heads only after approval of test results by the project irrigation consultant and the Public Works Department.
- C. Final inspection shall be made when the complete system is in place, operable, and all repairs, additions, adjustments, and other work is complete. At such time, the Contractor shall adequately demonstrate the proper operation of the system, shall show the system's complete conformance with the specifications and demonstrate that the irrigation system gives proper and adequate coverage of all landscaped areas. Final test should include two-minute timed intervals of water flow per zone, allowing a one-minute down time between each zone test.

Acceptance by the project consultant and/or the City of Miami Beach in no way removes the Contractor of his responsibility to make further repairs, corrections and adjustments to eliminate any deficiencies which may later be discovered. Moreover, the Contractor shall fully honor the one-year warranty outlined herein.

3.11 RESTORATION OF EXISTING CONDITIONS

- A. Contractor shall coordinate irrigation system installation, and any components thereof, with other project work to avoid disturbance of new work such as turf, planting beds, paved areas, etc. Contractor shall be responsible for and shall bear all costs of any replacement, repair, or restoration to existing conditions, new or otherwise, as a result of irrigation system installation before the time of Final Acceptance. This shall include any and all irrigation work, initial or as a result of re-installation of unacceptable components, done prior to Final Acceptance of the system. Repairs shall include like materials and conditions, equal to those being replaced or repaired, and to the satisfaction of the Public Works Department. No system shall be accepted as final until restoration is properly achieved.

APPENDIX G

MIAMI BEACH

List of Plans
(Under separate cover in Periscope
S2G project attachments)

APPENDIX H

MIAMI BEACH

Post Award Forms

MIAMIBEACH

FORM OF PERFORMANCE BOND

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Miami Beach, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: _____, awarded the _____ day of _____, 20____, with City which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and City for construction of _____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays City all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that City sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, City having performed City obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 3.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or
- 3.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract

FORM OF PERFORMANCE BOND (Continued)

or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

(Name of Corporation)

Secretary
(CORPORATE SEAL)

By: _____
(Signature)

(Print Name and Title)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM OF PAYMENT BOND

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Miami Beach, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: _____, awarded the _____ day of _____, 20____, with City which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays City all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.
- 2.4. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

Contractor

ATTEST:

(Secretary)

(Corporate Seal)

IN THE PRESENCE OF:

(Name of Corporation)

By: _____
(Signature)

(Print Name and Title)

____ day of _____, 20____.

INSURANCE COMPANY:

By: _____
Agent and Attorney-in-Fact

Address: _____
(Street)

(City/State/Zip Code)

Telephone No.: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bond (Performance Bond and Payment Bond); that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

Secretary (on behalf of)

(SEAL)

Corporation

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____ to me well known, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond (Performance Bond and Payment Bond) on behalf of Contractor named therein in favor of City.

Subscribed and Sworn to before me this _____ day of _____, 20____.

My commission expires:

Notary Public, State of Florida at Large

Bonded by _____

PERFORMANCE AND PAYMENT BOND FORM
UNCONDITIONAL LETTER OF CREDIT:

Date of Issue _____

Issuing Bank's No. _____

Beneficiary:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Applicant:

Amount: _____
in United States Funds

Expiry:
(Date)

Bid/Contract Number _____

We hereby authorize you to draw on _____
(Bank, Issuer name)

at _____ by order
(branch address)

of and for the account of _____
(contractor, applicant, customer)

up to an aggregate amount, in United States Funds, of _____ available by your
drafts at sight, accompanied by:

1. A signed statement from the City Manager or his authorized designee, that the drawing is due to default in performance of certain obligations on the part _____ (contractor, applicant, customer) agreed upon by and between the City of Miami Beach, Florida and _____ (contractor), pursuant to the _____ (applicant, customer) Bid/Contract No. _____ for _____ (name of project) and Section 255.05, Florida Statutes.

Drafts must be drawn and negotiated not later than _____.
(expiration date)

Drafts must bear the clause: "Drawn under Letter of Credit No. _____ (Number),
of _____ (Bank name) dated _____.

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the City of Miami Beach with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notification to the City that this Letter of Credit will expire prior to performance of the contractor's obligations will be deemed a default.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, or amplified by reference to any documents, instrument, or agreement referred to herein or to which this Letter of Credit is referred or this Letter of Credit relates, and

any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee.

Obligations under this Letter of Credit shall be released one (1) year after the Final Completion of the Project by the _____.
(contractor, applicant, customer)

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce (1993 revision), Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT:
(name, address)

Consultant:

BID/CONTRACT NUMBER:

TO (City):

Contractor :

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or portion thereof designated by City is the date certified by Consultant when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work, is sufficiently complete in accordance with the Contract Documents, so the Project is available for beneficial occupancy by City. A Certificate of Occupancy must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

A list of items to be completed or corrected, prepared by Consultant and approved by City, is attached hereto. The failure to include any items on such list does not alter the responsibility of Contractor to complete all work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

In accordance with Section 6 of the General Conditions, Contractor will complete or correct the work on the list of items attached hereto within _____ from the above Date of Substantial Completion.

_____ Consultant

_____ BY

_____ DATE

City, through the Contract Administrator, accepts the Work or portion thereof designated by City as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

City of Miami Beach, Florida

_____ By Contract Administrator

_____ Date

_____ The responsibilities of City and Contractor for security, maintenance, heat, utilities, damage to the work and insurance shall be as follows:

FINAL CERTIFICATE OF PAYMENT:

PROJECT:
(name, address)

Consultant:

BID/CONTRACT NUMBER:

TO (City):

Contractor:

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required by Section 6 of the General Conditions, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

Consultant

BY

DATE

City, through the Contract Administrator, accepts the work as fully complete and will assume full possession thereof at _____

(time)

(date)

City of Miami Beach, Florida

By Contract Administrator

Date

FORM OF FINAL RECEIPT:

[The following form will be used to show receipt of final payment for this Contract.]

FINAL RECEIPT FOR CONTRACT NO. _____

Received this _____ day of _____, 20_____, from City of Miami Beach, Florida, the sum of _____ Dollars

(\$_____) as full and final payment to Contractor for all work and materials for the Project described as:

This sum includes full and final payment for all extra work and material and all incidentals.

Contractor hereby indemnifies and releases City from all liens and claims whatsoever arising out of the Contract and Project.

Contractor hereby certifies that all persons doing work upon or furnishing materials or supplies for the Project have been paid in full. In lieu of this certification regarding payment for work, materials and supplies, Contractor may submit a consent of surety to final payment in a form satisfactory to City.

Contractor further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged. [If incorporated sign below.]

Contractor

ATTEST:

(Secretary)

(Corporate Seal)

incorporated sign below.]

(Name of Corporation)

By: _____
(Signature)

(Print Name and Title)

____ day of _____, 20_____[If not

Contractor

WITNESSES:

By:

(Name of Firm)

(Signature)

(Print Name and Title)

____ day of _____, 20_____.

ATTACHMENT C

SUNBIZ & PROPOSAL RESPONSE TO ITB



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Foreign Profit Corporation
BRIGHTVIEW LANDSCAPE DEVELOPMENT, INC.

Filing Information

Document Number	F95000004215
FEI/EIN Number	95-1590418
Date Filed	08/29/1995
State	CA
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/09/2022
Event Effective Date	NONE

Principal Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 04/06/2021

Mailing Address

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Changed: 04/06/2021

Registered Agent Name & Address

C T CORPORATION SYSTEM
C/O C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 04/19/2016

Address Changed: 04/19/2016

Officer/Director Detail

Name & Address

Feenan, John
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Senior Vice President

Germann, Vincent
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title VP

Johnson, Anthony
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title CEO, President, Director

Donnelly, Thomas
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Treasurer

Wilkinson, Timothy
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Assistant Treasurer

Knaus, Katriona
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Secretary

Kuehn, Tomas
980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title CFO, VP

Powell, Thomas

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Senior Vice President

Lennon, Jeff

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Title Secretary

Gottsegen, Jonathan

980 Jolly Road
Suite 300
Blue Bell, PA 19422

Annual Reports

Report Year	Filed Date
2020	05/28/2020
2021	04/06/2021
2022	03/28/2022

Document Images

05/09/2022 -- Amendment	View image in PDF format
03/28/2022 -- ANNUAL REPORT	View image in PDF format
04/06/2021 -- ANNUAL REPORT	View image in PDF format
05/28/2020 -- ANNUAL REPORT	View image in PDF format
04/03/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
03/26/2019 -- ANNUAL REPORT	View image in PDF format
04/06/2018 -- ANNUAL REPORT	View image in PDF format
04/13/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
04/19/2016 -- Reg. Agent Change	View image in PDF format
03/01/2016 -- Name Change	View image in PDF format
04/23/2015 -- ANNUAL REPORT	View image in PDF format
05/01/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
03/30/2012 -- ANNUAL REPORT	View image in PDF format
03/14/2011 -- ANNUAL REPORT	View image in PDF format
04/19/2010 -- ANNUAL REPORT	View image in PDF format
04/30/2009 -- ANNUAL REPORT	View image in PDF format
04/27/2008 -- ANNUAL REPORT	View image in PDF format
04/25/2007 -- ANNUAL REPORT	View image in PDF format

DocuSign Envelope ID: C850DA38-0E41-4174-B3A3-48B003CA531F

03/14/2006 -- ANNUAL REPORT	View image in PDF format
02/24/2005 -- ANNUAL REPORT	View image in PDF format
01/29/2004 -- ANNUAL REPORT	View image in PDF format
01/27/2003 -- ANNUAL REPORT	View image in PDF format
10/30/2002 -- Name Change	View image in PDF format
02/26/2002 -- ANNUAL REPORT	View image in PDF format
10/26/2001 -- ANNUAL REPORT	View image in PDF format
02/07/2000 -- ANNUAL REPORT	View image in PDF format
03/22/1999 -- ANNUAL REPORT	View image in PDF format
01/26/1998 -- ANNUAL REPORT	View image in PDF format
01/24/1997 -- ANNUAL REPORT	View image in PDF format
01/24/1996 -- ANNUAL REPORT	View image in PDF format
08/29/1995 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

Bid Price Form

FAILURE TO SUBMIT THIS BID PRICE FORM FULLY COMPLETED ON OR BEFORE THE DUE DATE FOR BIDS SHALL RENDER THE BID NON-RESPONSIVE AND BIDDER SHALL RECEIVE NO FURTHER CONSIDERATION.

The TOTAL BASE BID amount includes the all-inclusive total cost for the work specified in this bid, consisting of furnishing all materials, labor, equipment, shoring, supervision, mobilization, demobilization, overhead and profit, insurance, permits, and taxes to complete the work to the full intent as shown or indicated in the contract documents. The city will not accept any revision to the total base bid sum, divisions, line item totals, or add alternates, after the deadline for receipt of bids.

In the event of discrepancy between the sum of the items in the schedule of values and the total base bid, the Bidder agrees that the total base bid shall govern. In the absence of a numerical value for any item or division, the City shall interpret as no bid for the division, which may disqualify Bidder.

The allowance items that have been delineated below shall be used only upon the City's discretion, as needed. In the event that an allowance is not used in its entirety, any remaining balance shall be reflected on a deductive change order.

TOTAL BASE BID

TOTAL BASE BID AMOUNT	\$2,681,614.29
¹ Indemnification of City	\$25.00
Permit Allowance	\$75,000.00
GRAND TOTAL (TOTAL BASE BID AMOUNT + INDEMNIFICATION OF CITY + PERMIT ALLOWANCE)	\$ 2,756,639.29

¹See Section 0100, Sub-section 12.

ADDITIVE ALTERNATES (In order of priority)

Selection of additive alternates, if any, will be made pursuant to Section 0100, No. 10 Method of Award.

Item	Description	Quantity	U / M	Unit Cost	Total (Quantity X Unit Cost)
1A	Bollard Lighting Install (per plans and specifications)	1	Lump Sum	\$ 459,055.59	\$ 459,055.59

DEDUCTIVE ALTERNATES (In order of priority)

Selection of deductive alternates, if any, will be made pursuant to Section 0100, No. 10 Method of Award.

Item	Description	Quantity	U / M	Unit Cost	Total (Quantity X Unit Cost)
NOT APPLICABLE					

SCHEDULE OF VALUES

Bidders should fully complete the Schedule of Values to include quantities, units of measure, unit pricing, and totals. The cost of any item(s) of work not covered by a specific contract unit price shall be included in the contract unit price to which the item(s) is most applicable. Both unit price and extended total prices must be stated in units of quantity specified in the bidding specifications. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the total.

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT OF MEASUREMENT	UNIT COST (B)	TOTAL (Ax B = C)
GENERAL REQUIREMENTS					
1	MOBILIZATION (3%)	1	LS	\$ 76,325.62	\$ 76,325.62
2	MAINTENANCE OF TRAFFIC (6%)	1	LS	\$ 92,778.12	\$ 92,778.12
3	ALL DEMOLITION, GRUBBING, REMOVAL OF ALL KINDS, & ALL DISPOSAL REQUIRED TO CONSTRUCT PROJECT (1%)	1	LS	\$ 148,637.73	\$ 148,367.73
4	CONSTRUCTION BOND	1	LS	\$ 32,157.26	\$ 32,157.26
5	INSURANCES (10%)	1	LS	\$ 4,943.40	\$ 4,943.40
6	TESTING (2%, EXCLUDES LANDSCAPE)	1	LS	\$ 11,000.00	\$ 11,000.00
HARDSCAPE ITEMS					
7	FURNISH AND INSTALL 4" THICK CONCRETE PATHWAY, NO WIRE MESH (INCLUDES BASE PREP AND SUB-BASE MATERIAL)	13,110	SF	\$ 19.58	\$ 256,693.80
8	FURNISH AND INSTALL 6" LIMEROCK BASE LBR 100 (FOR CONCRETE PADS)	8	SY	\$ 40.59	\$ 324.72
9	FURNISH AND INSTALL 4" THICK CONCRETE PADS WITH WIRE MESH (BENCH PADS)	7	SY	\$ 133.40	\$ 933.80
10	FURNISH AND INSTALL 4" THICK CONCRETE PADS (TRASH CAN PADS)	2	SY	\$ 106.13	\$ 212.26
11	FURNISH AND INSTALL FDOT CONCRETE GRAVITY WALL (FDOT INDEX NO. 6011)	2	LS	\$ exclude	\$ (per add #2)
12	PEDESTAL SIGN (FROM IZONE IMAGING, INCLUDES SIGN, POST AND FREIGHT/TAXES)	1	LS	\$ 2,028.05	\$ 2,028.05
13	CONCRETE FOOTER FOR SIGN	1	LS	\$ 187.01	\$ 187.01
14	WASTE AND RECYCLING RECEPTACLES (VICTOR STANLEY SD-42)	3	EACH	\$ 2018.28	\$ 6054.84
15	FREIGHT/TAX & MARK-UP FOR RECEPTACLES	1	LS	\$ 3,334.79	\$ 3,334.79
16	ROUND CONCRETE BENCHES (WAUSAU TF3528)	13	EACH	\$ 691.30	\$ 8,986.90
17	FREIGHT/TAX FOR BENCHES	1	LS	\$ 2,508.42	\$ 2,508.42
18	MARK-UP FOR BENCHES	1	LS	\$ 2,893.00	\$ 2,893.00
19	INSTALLATION/MARK-UP	1	LS	\$ 4,274.54	\$ 4,274.54
ELECTRICAL ITEMS					
20	#10, XHHW, 600V, INSTALLED IN NEW AND EXISTING CONDUIT, COMPLETE IN PLACE	18,000	LF	\$ 2.23	\$ 40,140.00
21	#3, XHHW, 600V, INSTALLED IN NEW AND EXISTING CONDUIT, COMPLETE IN PLACE	1,500	LF	\$ 5.44	\$ 8,160.00
22	ONE 3/4" SCHEDULE 40 PVC CONDUIT DIRECT BURIED, COMPLETE IN PLACE	5,100	LF	\$ 22.66	\$ 115,566.00
23	ONE 2" SCHEDULE 40 PVC CONDUIT DIRECT BURIED, COMPLETE IN PLACE	275	LF	\$ 27.19	\$ 7,477.25
24	ONE 2" HDPE/SCHEDULE 40 PVC CONDUIT DIRECTIONAL BORED 48" DEEP UNDER EXISTING PAVEMENT/ EARTH, COMPLETE IN PLACE	220	LF	\$ 5.67	\$ 1,247.40
25	FPL HAND HOLE, 17"x30"x18" WITH COVER FURNISHED BY FPL AND INSTALLED BY CONTRACTOR, COMPLETE IN PLACE	2	EACH	\$ 566.50	\$ 1,133.00
26	NEW SERVICE POINT, COMPLETE IN PLACE	2	EACH	\$ 25,968.36	\$ 51,936.73
IRRIGATION ITEMS					

LINE ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASUREMENT	UNIT COST	TOTAL
27	FURNISH AND INSTALL NEW IRRIGATION SYSTEM	1	LS	\$ 455,287.71	\$ 455,287.71
28	ADDITIONAL SEAWALL/SHEET PILE SLEEVEING AND COORDINATION (5% ALLOWANCE)	1	LS	\$ 14,949.58	\$ 14,949.58
LANDSCAPE ITEMS					
29	FURNISH AND INSTALL BURSERA SIMARUBA (GUMBO LIMBO TREE)	24	EACH	\$ 1,071.12	\$ 25,706.88
30	FURNISH AND INSTALL CAESALPINIA GRANADILLO (BRIDAL VEIL TREE)	11	EACH	\$ 545.03	\$ 5,995.33
31	FURNISH AND INSTALL CALOPHYLLUM BRASILIENSE (BRAZILIAN BEAUTYLEAF TREE)	28	EACH	\$ 1,071.12	\$ 29,991.36
32	FURNISH AND INSTALL CAPPARIS CYNOPHALLOPHORA (JAMAICA CAPER TREE)	19	EACH	\$ 767.17	\$ 14,576.23
33	FURNISH AND INSTALL COCCOLOBA DIVERSIFOLIA (PIGEON PLUM TREE)	33	EACH	\$ 1,054.54	\$ 34,799.82
34	FURNISH AND INSTALL CONOCARPUS ERECTUS 'SERICEUS' (SILVER BUTTONWOOD TREE)	23	EACH	\$ 447.23	\$ 10,286.29
35	FURNISH AND INSTALL DELONIX REGIA (ROYAL POINCIANA TREE)	2	EACH	\$ 1,210.98	\$ 2,421.96
36	FURNISH AND INSTALL MYRCIANTHES FRAGRANS (SIMPSON'S STOPPER TREE)	45	EACH	\$ 661.19	\$ 29,753.55
37	FURNISH AND INSTALL QUERCUS VIRGINIANA (SOUTHERN LIVE OAK TREE)	23	EACH	\$ 1,335.71	\$ 30,721.33
38	FURNISH AND INSTALL PHOENIX DACTYLIFERA 'MEDJOO' (MEDJOO DATE PALM)	27	EACH	\$ 4,386.37	\$ 118,431.99
39	RELOCATE PHOENIX SYLVESTRIS (WILD DATE PALM)	3	EACH	\$ 6,088.34	\$ 18,265.02
40	FURNISH AND INSTALL SABAL PALMETTO (SABAL PALM)	55	EACH	\$ 382.34	\$ 21,028.70
41	FURNISH AND INSTALL THRINAX RADIATA (THATCH PALM)	73	EACH	\$ 1,219.96	\$ 89,057.08
42	FURNISH AND INSTALL FICUS PUMILA (CREEPING FIG)	251	EACH	\$ 5.82	\$ 1,460.82
43	FURNISH AND INSTALL IPOMOEA PES-CAPRAE (RAILROAD VINE)	99	EACH	\$ 16.41	\$ 1,624.59
44	FURNISH AND INSTALL CHRYSOBALANUS ICACO 'HORIZONTAL' (HORIZONTAL COCOPLUM)	1,469	EACH	\$ 10.60	\$ 15,571.40
45	FURNISH AND INSTALL CLUSIA GUTTIFERA (SMALL LEAF CLUSIA)	591	EACH	\$ 43.88	\$ 25,933.08
46	FURNISH AND INSTALL CONOCARPUS ERECTUS 'SERICEUS' (SILVER BUTTONWOOD)	1,020	EACH	\$ 36.82	\$ 37,556.40
47	FURNISH AND INSTALL ERNODEA LITTORALIS (GOLDEN CREEPER)	1,721	EACH	\$ 5.82	\$ 10,010.40
48	FURNISH AND INSTALL FICUS MICROCARPA 'GREEN ISLAND' (GREEN ISLAND FICUS)	761	EACH	\$ 10.60	\$ 8,066.60
49	FURNISH AND INSTALL HAMELIA NODOSA (DWARF FIREBUSH)	1,512	EACH	\$ 10.60	\$ 16,027.20
50	FURNISH AND INSTALL HELIANTHUS DEBILIS (DUNE SUNFLOWER)	1,296	EACH	\$ 6.53	\$ 8,456.35
51	FURNISH AND INSTALL NEPHROLEPIS BISERRATA 'MACHO' (MACHO FERN)	337	EACH	\$ 10.60	\$ 3,572.20
52	FURNISH AND INSTALL PSYCHOTRIA NERVOSA (WILD COFFEE)	135	EACH	\$ 10.60	\$ 1,431.00
53	FURNISH AND INSTALL SERENOA REPENS (SAW PALMETTO)	496	EACH	\$ 185.12	\$ 91,819.52
54	FURNISH AND INSTALL SERENOA REPENS 'CINEREA' (SILVER SAW PALMETTO)	168	EACH	\$ 185.12	\$ 31,100.16
55	FURNISH AND INSTALL TRIPSACUM DACTYLOIDES (FAKAHATCHEE GRASS)	239	EACH	\$ 15.63	\$ 3,735.57
56	FURNISH AND INSTALL TRIPSACUM FLORIDANUM (FLORIDA GAMAGRASS)	2,328	EACH	\$ 9.18	\$ 21,371.04
57	FURNISH AND INSTALL ZAMIA PUMILA (COONTIE)	254	EACH	\$ 16.25	\$ 4,127.50
58	PLANTING SOIL, 70/30 CLEAN SAND/ORGANIC SOIL MIX (59,500 SF, 24" DEPTH)	4,500	CY	\$ 123.35	\$ 555,075.00
59	MULCH (59,500, 3" DEPTH)	600	CY	\$ 106.23	\$ 63,738.00
TOTAL BASE BID AMOUNT				\$ 2,681,614.29	

Supplier Response Form BID SUBMITTAL QUESTIONNAIRE – CONSTRUCTION

SECTION 1 – BID CERTIFICATION

This certification/questionnaire is **REQUIRED** and must be fully completed and submitted electronically.

Solicitation No: BID NUMBER	Solicitation Title: PROJECT TITLE
---------------------------------------	---

BIDDER'S NAME: Brightview Landscape Development		
NO. OF YEARS IN BUSINESS: 62	NO. OF YEARS IN BUSINESS LOCALLY: 31	NO. OF EMPLOYEES: 22000
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS: ValleyCrest		
BIDDER PRIMARY ADDRESS (HEADQUARTERS): 27001 Agoura Rd Ste 350		
CITY: Calabasas		
STATE: CA	ZIP CODE: 91301	
TELEPHONE NO.: 818-737-2629		
TOLL FREE NO.:		
FAX NO.:		
BIDDER LOCAL ADDRESS: 4155 E Mowry Dr		
CITY: Homestead		
STATE: FL	ZIP CODE: 33033	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Ariel Caballero		
ACCOUNT REP TELEPHONE NO.: 305-258-8011		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL: ariel.caballero@brightview.com		
FEDERAL TAX IDENTIFICATION NO.: 95-1590418		

By virtue of submitting a bid, bidder agrees: a) to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all specifications, attachments, exhibits and appendices and the contents of any Addenda released hereto; b) to be bound, at a minimum, to any and all specifications, terms and conditions contained herein or Addenda; c) that the bidder has not divulged, discussed, or compared the proposal with other bidders and has not colluded with any other bidder or party to any other bid; d) that bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; e) the bidder agrees if this bid is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the bidder and the City of Miami Beach, Florida, for the performance of all requirements to which the bid pertains; and f) that all responses, data and information contained in the bid submittal are true and accurate.

The individual named below affirms that s/he: is a principal of the applicant duly authorized to execute this questionnaire, and that the contents of said document(s) are complete, true, and correct to the best of his/her knowledge and belief.

Name of Bidder's Authorized Representative:

Andy Johnson

Title of Bidder 's Authorized Representative:

Vice President

SECTION 2 - ACKNOWLEDGEMENT OF ADDENDUM

After issuance of solicitation, the City may release one or more addendum to the solicitation, which may provide additional information to bidders or alter solicitation requirements. The City will strive to reach every bidder having received solicitation through the City's e-procurement system. However, bidders are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the bidder has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt	
AC	Addendum 1		Addendum 6		Addendum 11
AC	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

SECTION 3 – QUESTIONNAIRE

1. Provide the names of each owner (stockholder, sole proprietor, and partner), director, or officer of the company, below. Submit additional names on a separate sheet if required.

Owner	Ownership percentage	Directorship/Office type
See attached corporate resolution		

2. Provide at least three (3) references of work similar in size and nature as the work referenced in solicitation.

Project No.	<i>BID NUMBER</i>
Project Title	<i>PROJECT TITLE</i>

Reference No.1

Firm Name:

Contact Individual Name and Title:

Address:

Telephone:

Contact's Email:

Narrative on Scope of Services Provided:
 Faena District Beachwalk: Hardscape, Landscape, Sitework, Electrical, and Irrigation for Streetscape area of Beach Walk (\$3,987,600)
 Completion Date: 11/30/2017

Reference No.2

Firm Name: Skanska

Contact Individual Name and Title: Vincent Collins (Senior Project Manager)

Address: 330 SW 2nd St Ste 207, Fort Lauderdale, FL

Telephone: 954-605-7688

Contact's Email: vincent.collins@Skanska.com

Narrative on Scope of Services Provided:

Las Olas Beach Improvements: landscape, irrigation, pavers, decorative concrete, artificial turf lawn, seatwalls and planters, all walkways (\$7,115,000) Completion Date: 03/15/2020

Reference No.3

Firm Name: Moss and Associates

Contact Individual Name and Title: Randy Spicer Jr (Vice President)

Address: 2101 N Andrews Ave, Fort Lauderdale, FL 33311

Telephone: 954-524-5678

Contact's Email: rspicerjr@mosscom.com

Narrative on Scope of Services Provided:

The Boca Raton (Boca Resort): landscape, irrigation, pavers, decorative concrete, artificial lawn, stairs and risers. (\$4,350,000) Completion Date: TCO 11/01/2022 and ongoing work.

Additional Reference

Firm Name:

Contact Individual Name and Title:

Address:

Telephone:

Contact's Email:

Narrative on Scope of Services Provided:

3. Has the applicant company's construction license(s) been revoked during the last five (5) years?

YES NO

If yes, why?

[Empty text box for response]

4. Have any owners, directors, officers, or agents of the applicant company had a license revoked during the last five (5) years?

YES NO

If yes, why?

[Empty text box for response]

5. Is the applicant company currently barred by a governmental agency, from bidding work as a prime or subcontractor?

YES NO

If yes, state debarment period and the reason(s) for debarment?

[Empty text box for response]

6. Has a surety completed, or paid for completion, of a project on behalf of the applicant company, within the last five (5) years?

YES NO

If yes, why?

[Empty text box for response]

7. Has the applicant company or any of its owners, directors, officers, or agents been convicted of a crime or had a claim that was filed in a court and mediated or arbitrated during the last five (5) years?

YES NO

If yes, why?

[Empty text box for response]

8. Is an affiliate of the applicant company prequalified by the City of Miami Beach to bid on construction work?

YES NO

If yes, state the name of the affiliate?

9. Is the applicant company a parent, subsidiary, or holding company for another construction company?

YES NO

If the answer is "yes," identify the company and type of relationship(s), below:

Company	Type of affiliation (parent or subsidiary)	Period of affiliation
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

10. Is an owner, director, officer, or agent of the applicant company affiliated with another company?

YES NO

If the answer is "yes," provide the following information for each individual and the affiliated company.

Individual's name	Affiliated company's name	Period of affiliation	Type of affiliation (e.g. officer, director, owner or employee)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

11. Is the applicant company currently the debtor in a bankruptcy case or file for bankruptcy during the last five (5) years?

YES NO

If yes, explain and attach, as applicable, the relevant case and court documents, including (but not limited to): the original petition, including the case number and the date that the petition was filed; a copy of the bankruptcy court's discharge order, and any other document that ended the case, if no discharge order was issued.

12. Has any owner, director, officer, or agent for the applicant company, or has any business organization in which any such person was an owner, director, officer, or agent filed for or been discharged in bankruptcy within the past five (5) years?

YES NO

If yes, explain and attach a copy of the discharge order, order confirming plan and if a Corporate Chapter 7 case, a copy of the notice of commencement.

[Empty text box for explanation]

13. Has any owner, director, officer, or agent of the applicant company owned or managed a construction company under any other name in the last five (5) years?

YES NO

If yes, explain.

[Empty text box for explanation]

14. Has the applicant company been assessed or paid liquidated damages on any project during the past five (5) years, whether the project was publicly or privately owned?

YES NO

If yes, explain.

[Empty text box for explanation]

15. Are there currently any liens, suits, or judgments of record pending against any owner, director, officer, or agent for the company that is related to construction activities of a business organization?

YES NO

If yes, explain.

[Empty text box for explanation]

16. Has the applicant company or any of its owners, officers, or partners ever been convicted (criminal) or found liable (civil) for making either a false claim or material misrepresentation to any public agency or entity?

YES NO

If yes, explain.

[Empty text box for explanation]

17. Has the applicant company or any of its owners, officers, or partners ever been convicted of any a federal or state crime?

YES NO

If yes, explain.

[Empty text box for explanation]

18. Is any officer, director, employee or agent, or immediate family member (spouse, parent, sibling, and child) of any officer, director, employee or agent, an employee of the City of Miami Beach?

YES NO

If yes, state name, title and share of ownership

Name	Title	Share (%) of Ownership

19. Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability. Does the applicant agree to be comply with this prohibition?

YES NO

20. Is the applicant a small business concern owned and controlled by a veteran(s) (certified by the State of Florida Department of Management Services or a service-disabled veteran business enterprise (certified by the United States Department of Veterans Affairs).

YES NO

Certifying Agency	Certification Type
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

21. Equal Benefits for Employees with Spouses and Employees with Domestic Partners. Purchases hereunder are subject to the requirements of Equal Benefits for Domestic Partners Ordinance 2005-3494 that requires suppliers with more than 51 employees and City volume greater than \$100,000 to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a supplier who works within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does the applicant provide or offer access to any benefits to employees with spouses or to spouses of employees?
 YES NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 YES NO

C. Please **check** all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y	<input type="checkbox"/>
Sick Leave	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y	<input type="checkbox"/>
Family Medical Leave	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y	<input type="checkbox"/>
Bereavement Leave	<input checked="" type="checkbox"/> Y	<input checked="" type="checkbox"/> Y	<input type="checkbox"/>

22. Moratorium on Travel to and the Purchase of Goods or Services from Mississippi. Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida prohibits the purchase of goods or services sourced in Mississippi. Are any of the products for which the applicant is seeking to be prequalified sourced in Mississippi?

YES NO

If yes, explain.

23. Financial Capacity. At time of request by the City, bidder shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within three (3) days of request. Bidder shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the City. No proposal will be considered without receipt (when requested), by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the bidder. The bidder shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Bidders are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each bidder review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

24. Byrd Anti-Lobbying Amendment Certification Form; APPENDIX A, 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING: Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

By virtue of submitting bid, bidder certifies or affirms its compliance with the Byrd Anti-Lobbying Amendment Certification.

Name of Bidder's Authorized Representative: <input type="text" value="Andy Johnson"/>	Title of Bidder's Authorized Representative: <input type="text" value="Vice President"/>
---	--

25. Suspension And Debarment Certification The Contractor acknowledges that:

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

By virtue of submitting bid, bidder certifies or affirms its compliance with the Suspension and Debarment Certification.

Name of Bidder's Authorized Representative: Andy Johnson	Title of Bidder's Authorized Representative: Vice President
--	---

26. Suspension, Debarment, Or Contract Cancellation. Has bidder ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

YES
 NO

If answer to above is "YES," bidder shall submit a statement detailing the reasons that led to action(s):

27. Small And Disadvantaged Business Certification

Pursuant to Resolution 2020-31519, the City is tracking the Small and Disadvantaged Businesses, as certified by Miami-Dade County that have been certified as Small or Disadvantaged Business by Miami-Dade County.

Does bidder possess Small or Disadvantaged Business certification by Miami-Dade County?

YES
 NO

28. LGBT Business Enterprise Certification

Pursuant to Resolution 2020-31342, the City is tracking the utilization of LGBT owned firms that have been certified as an LGBT Business Enterprise by the National Gay and Lesbian Chamber of Commerce (NGLCC).

Does bidder possess LGBT Business Enterprise Certification by the NGLCC?

YES
 NO

29. Cone Of Silence

Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV4PR_S2-486COSI

Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

By virtue of submitting bid, bidder certifies that it is in compliance with the Cone of Silence Ordinance, pursuant to Section 2-486 of the City Code.

30. Code Of Business Ethics

Pursuant to City Resolution No.2000-23789, the Bidder shall adopt a Code of Business Ethics prior to executing a contract with the City. The Code of Business Ethics shall be submitted to the Procurement Department with its response or within three (3) days of request by the City. The Code shall, at a minimum, require the Bidder, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City Code. In lieu of submitting Code of Business Ethics, bidder may indicate that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

Bidder will submit firm's Code of Business Ethics within three (3) days of request by the City?

YES
 NO

Bidder adopts the City of Miami Beach Code of Business Ethics?

YES
 NO

31. Lobbyist Registration & Campaign Contribution ReQUIREMENTS

This solicitation is subject to, and all bidders are expected to be or become familiar with, all City lobbyist laws, including lobbyist registration requirements and prohibition on campaign contributions, including:

- Lobbyist Registration Requirements sections 2-397 through 2-485.3 of City Code (https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV3LO)
- Campaign Contribution Requirements sections 2-487 and 2-488 of City Code (https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV5CAFIRE)

By virtue of submitting bid, bidder certifies or affirms that they have read and understand the above Lobbyist Registration & Campaign Contribution Requirements.

32. NON-DISCRIMINATION

The Non-Discrimination ordinance is available at:

https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-375NSCCOREWA

By virtue of submitting bid, bidder agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

33. FAIR CHANCE REQUIREMENT

The Fair Chance Ordinance No. 2016-4012 is available at:

https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH62HURE_ARTVFACTOR

By virtue of submitting bid, bidder certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Bidder agrees to provide the City with supporting documentation evidencing its compliance upon request. Bidder further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

34. PUBLIC ENTITY CRIMES

Please refer to Section 287.133(2)(a), Florida Statutes, available at:

<https://www.flsenate.gov/Laws/Statutes/2012/287.133>

By virtue of submitting bid, bidder agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

35. Veteran Business Enterprises Preference

Pursuant to City of Miami Beach Ordinance No. 2011-3748, https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-374PRPRPRVECOGOCOSE the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB, RFP, RFQ, ITN or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

Is the bidder a service-disabled veteran business enterprise certified by the State of Florida?

YES NO

Is the bidder a service-disabled veteran business enterprise certified by the United States Federal Government?

YES NO

CONTINUED ON THE FOLLOWING PAGE.

36. Sub-Contractors Providing Services to this Project:

Subcontractor		Work to be completed	% of Work to be performed
Name:	South Florida Electrical Consulting	Electrical work per Plans including Bollard Lighting	20
Tel:	205-274-5775		
Email:	hector@sfla-elec.com		
Name:			
Tel:			
Email:			
Name:			
Tel:			
Email:			
Name:			
Tel:			
Email:			
Name:			
Tel:			
Email:			
Name:			
Tel:			
Email:			
Name:			
Tel:			
Email:			
Name:			
Tel:			
Email:			
Name:			
Tel:			
Email:			

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **acaballero@valleycrest.com**

Password *

[Save](#) [Take Exception](#) [Close](#)

* Required fields

KNOW ALL MEN BY THESE PRESENTS, that we, BRIGHTVIEW LANDSCAPE DEVELOPMENT, INC. as Principal, hereinafter referred to as Contractor, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety, are held and firmly bound unto the City of Miami Beach, Florida, as a municipal corporation of the State of Florida, hereinafter called the City, in the sum of five percent **(5%) of the Contractor's Total Base Bid amount of \$**5% of the Contractor's Total Base Bid Amount lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Contractor contemplates submitting or has submitted, a Bid to the City for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the Work covered in the Bid Documents which include the Project Manual, the detailed Plans and Specifications, and any Addenda thereto, for the following solicitation.

Bid No.: 2022-441-DF

Title: INDIAN CREEK LANDSCAPE, IRRIGATION, BOLLARD LIGHTING,
AND CONCRETE PATH INSTALLATION

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid Bond in the amount of five percent (5%) of the Total Base Bid be submitted with said Bid as a guarantee that the Contractor would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after notice having been given of the Award of the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor within ten (10) consecutive calendar days after notice of such acceptance, enters into a written Contract with the City and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Miami Beach and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Contractor.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond
the 3rd day of October, 2022.

PRINCIPAL:

BRIGHTVIEW LANDSCAPE DEVELOPMENT, INC.

(Contractor Name)

[Handwritten Signature]

Signature

Ariel CRALLERS

Print Name (Principal)

BRANCH MANAGER

Title

SURETY:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Surety Name)

Tracy Aston

Attorney-in-Fact (Print Name)

[Handwritten Signature]

Signature

(Power of Attorney must be attached.)

**COUNTERSIGNED BY Non-
RESIDENT FLORIDA AGENT OF
SURETY:**

[Handwritten Signature]

Signature

SUSAN ANN WELSH License Number : W065205

Print Name

(CORPORATE SEAL)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 10/3/22 before me, Vanessa Fong, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Vanessa Fong
Signature of Notary Public



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint _____ of _____, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3 day of October, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Project Specific information and Requirements

Previous Experience for Bidder, Project Manager, and Superintendent

Our project team on the following projects are as follows:

Project Manager: Jorge Martinez-Valdez

General Superintendent: Jorge Freire

Branch Manager: Ariel Caballero

Project: Faena District Beachwalk

3201 Collins Ave

Miami Beach, FL 33140

Terra Group

Owner Rep: Theobald and Gardiner

Luis Fabara (Senior Project Manager)

305-989-2117

l.fabara@gardinerusa.com

(Hardscape, Landcape, Sitework, Electrical, and Irrigation for streetscape area of Beach walk)

(\$3,987,598.70) Completion Date: 11/30/2017

Project: Las Olas Beachwalk Renovation

E Las Olas Blvd and A1A

Fort Lauderdale, FL

City of Fort Lauderdale

General Contractor: Skanska

Vincent Collins (Senior Project Manager)

954-605-7688

Vincent.collins@skanska.com

(Landscape, irrigation, pavers, decorative concrete for Las Olas Blvd and A1A intersection to include artificial turf lawn, seatwalls, planters, all walkways, and roadways)

(\$7,115,000) Completion Date: 03/15/2020

Project: North Beach Oceanside Beach Walk

67th st to 78st and Collins Ave

Miami Beach, FL

City of Miami Beach

General Contractor: Brightview Landscape Development

Jorge Martinez (Project Manager)

305-258-8011

jorge.martinez-valdez@brightview.com

(All beachwalk renovation work as a prime contractor: Landscape, irrigation, pavers, decorative concrete, plumbing, sitework, and electrical scope. for to include artificial turf lawn, seatwalls, planters, all walkways, and roadways)

(\$3,777,768 under construction, completion date to be 02/2022

LOCAL WORKFORCE PARTICIPATION PROGRAM
Responsible Contractor Affidavit Form

In accordance with Article III, Section 31-40 of the Miami Beach Code, all contractors and subcontractors of any tier performing on a city contract valued in excess of \$1,500,000 for (i) the construction, demolition, alteration and/or repair of city buildings or city public works projects, or (ii) a contract valued in excess of \$1,500,000 which provides for privately-funded construction, demolition, alteration and/or repair of buildings or improvements located on city-owned land, and which are subject to Section 31-40 of the Miami Beach Code shall comply with the requirements of the Local Workforce Participation Program.

The undersigned Contractor affirms that, should it be awarded the contract pursuant to this solicitation, it shall comply with the following:

- i. The contractor will make its best reasonable efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County residents.
- ii. The contractor will also make its best reasonable efforts to promote employment opportunities for Miami Beach residents. To verify workers' residency, contractor(s) shall provide the residence address of each worker.

Ariel Caballero

Print Name of Affiant

Branch Manager

Print Title of Affiant

Ariel Caballero

Signature of Affiant

BrightView Landscape Development, Inc.

Name of Firm

10/14/22

Date

4155 East Mowry Dr. Homestead

Address of Firm

Florida

State

33033

Zip Code

ATTACHMENT D
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The Contractor shall maintain and require that their subcontractors maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- C. Automobile Liability Insurance covering any automobile, if Contractor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$2,000,000 combined per accident for bodily injury and property damage.
- D. Professional Liability (Errors & Omissions) Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- E. Builders Risk Insurance utilizing an "All Risk" coverage form, with limits equal to the completed value of the project and no coinsurance penalty. *(City of Miami Beach shall be named as a Loss Payee on this policy, as its interest may appear. This policy shall remain in force until acceptance of the project by the City.)*
- F. Umbrella Liability Insurance in an amount no less than \$10,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.
- G. Contractors' Pollution Legal Liability *(if project involves environmental hazards)*, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

EXHIBIT D
INSURANCE REQUIREMENTS

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta CA, 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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